



**RETURN BID TO/ RETOURNER LES SOUMISSIONS À :**

National Security and Intelligence Review Agency  
Office de surveillance des activités en matière de sécurité  
nationale et de renseignement

Attention:

By e-mail to: [Bids-Soumissions@nsira-ossnr.gc.ca](mailto:Bids-Soumissions@nsira-ossnr.gc.ca)

Request for Proposal/Demande de proposition  
Proposal to: National Security and Intelligence Review  
Agency (NSIRA)

We hereby offer to sell to Her Majesty the Queen in  
right of Canada, in accordance with the terms and  
conditions set out herein, referred to herein or attached  
hereto, the goods, services, and construction listed  
herein and on any attached sheets at the price(s) set out  
therefor.

Proposition à : Office de surveillance des activités en  
matière de sécurité nationale et de renseignement  
(OSSNR)

Nous offrons par la présente de vendre à Sa Majesté la  
Reine du chef du Canada, aux conditions énoncées ou  
incluses par référence dans la présente et aux  
appendices ci-jointes, les biens, services et construction  
énumérés ici sur toute feuille ci-annexée, au(x) prix  
indiqué(s).

Comments — Commentaires :

**THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT —  
LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN  
MATIÈRE DE SÉCURITÉ**

Issuing Office — Bureau de distribution  
NSIRA/OSSNR  
P.O. Box 2430, Station “D” — C.P. 2430, succursale “B”  
Ottawa, ON K1P 5W5

<b>Title — Sujet:</b>	
ProServices Stream 8: Human Resources Services	
Category: 8.5 — Compensation Consultant	
<b>Solicitation No. — N° de l’invitation</b>	<b>Date:</b>
20230376	August 14, 2023

Solicitation Closes — L’invitation prend fin	Time Zone — Fuseau horaire
At /à: 02:00 PM (hours/heures)	<input type="checkbox"/> EST (Eastern Standard Time)/ HNE (heure normale de l’Est)
On/le: <b>September 1, 2023</b>	

F.O.B. — F.A.B.
<b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other — Autre:</b> <input checked="" type="checkbox"/>

Address Enquiries to — Adresser toutes questions à:
<b>All communications related to this solicitation must be sent to:</b>
EMAIL: <a href="mailto:Bids-Soumissions@nsira-ossnr.gc.ca">Bids-Soumissions@nsira-ossnr.gc.ca</a>
Attn: John Headon

Telephone No. — No de téléphone:	FAX No. — No de télécopieur :
<b>(343) 597-6323</b>	

Destination - of Goods and or Services/ des biens et ou services :
National Security and Intelligence Review Agency (NSIRA) Office de surveillance des activités en matière de sécurité nationale de renseignement (OSSNR)

**Instructions:** See Herein — Voir aux présentes

Delivery Required — Livraison exigée	Delivery Offered — Livraison proposée
See herein — voir aux présentes	

Vendor/Firm Name and Address — Raison sociale et adresse du fournisseur/de l’entrepreneur:

Telephone No. — No de téléphone:	FAX No. — No de télécopieur :

Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) — Nom et titre de la personne autorisée à signer au nom du fournisseur/de l’entrepreneur (taper ou écrire en caractères d’imprimerie)
_____
Signature
_____
Date



**ProServices**

**Medium Complexity Bid Solicitation and Resulting Contract Template (MC)  
For below CKFTA Requirements**

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Reissue of Bid Solicitation**

This bid solicitation cancels and supersedes previous bid solicitation number 20230376 dated June 21, 2023 with a closing of June 29, 2023 at 02:00pm. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

### **1.2 Security Requirements**

1. At the date of bid closing, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. For additional information on security requirements, Bidders should refer to the [Contract Security Program of Public Works and Government Services Canada \(http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.

### **1.3 Accessibility**

Considering accessibility criteria and features is obligatory with this requirement. For additional information consult the [Directive on the Management of Procurement](#).

### **1.4 Statement of Work**

This bid solicitation is being issued for the requirement of Professional Services one (1) Compensation Consultant – Senior or a team of resources for the National Security and Intelligence Agency (NSIRA) under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the CKFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix “A” Statement of Work.

### **1.5 Delivery Outside a Comprehensive Land Claims Settlement Area.**

The resulting Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.



## **1.6 Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## **1.7 Trade Agreements**

This requirement is not subject to the provisions of any trade agreement.



National Security and  
Intelligence Review Agency

Office de surveillance des  
activités en matière de sécurité  
nationale et de renseignement

## **ATTACHMENT 1 TO PART 1 - LIST OF SUPPLIERS INVITED TO BID**



## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions [2003](#) incorporated by reference above is deleted in its entirety and replaced with the following:

- a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the [Ineligibility and Suspension Policy](#). During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 120 days

### 2.2 Submission of Bids

Bids must be submitted only to [Bids-Soumissions@nsira-ossnr.gc.ca](mailto:Bids-Soumissions@nsira-ossnr.gc.ca) by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.

### 2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information.



Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

## Definitions

For the purposes of this clause, "*former public servant*" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"*lump sum payment period*" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"*pension*" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

## Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes ( ) No ( )**  
If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).





## Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes ( ) No ( )**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

### 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority **no later than two (2) calendar days** before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

### 2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **Ontario**.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

### 2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.



- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
- Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.



## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

Due to the nature of the bid solicitation, bids transmitted by CPC Connect service and by facsimile will not be accepted.

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I:	Technical Bid (one (1) soft copy)
Section II:	Financial Bid (one (1) soft copy)
Section III:	Certifications (one (1) soft copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

#### **Section I: Technical Bid**

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

#### **Section II: Financial Bid**

Bidders must submit their financial bid in Canadian Funds and in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.

#### **Section III: Certifications**

Bidders must submit the certifications and additional information required under Part 5.



### ATTACHMENT 1 TO PART 3 – PRICING SCHEDULE

The Bidder should complete this pricing schedule and include it in its financial bid. As a minimum, the Bidder must respond to this pricing schedule by inserting in its financial bid for each of the periods specified below its quoted all-inclusive fixed per-diem rate (in Can \$) for each of the resource categories identified.

The rates specified below, when quoted by the Bidder, include the total estimated cost of all travel and living expenses that may need to be incurred for:

- a. Work described in Part 6, Resulting Contract Clauses, of this bid solicitation required to be performed within the National Capital Region (NCR). The NCR is defined in the *National Capital Act*, R.S.C. 1985, c. N-4, S.2.
- b. travel between the successful bidder’s place of business and the NCR; and
- c. the relocation of resources

to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada’s future usage of the services described in the bid solicitation will be consistent with this data.

**INITIAL PERIOD:** From Contract award to March 29, 2024.

Category of Personnel	Level of Expertise	Name of Proposed Resource(s)	All-inclusive fixed Per-Diem Rate	Level of Effort (estimated) <sup>1</sup>	Estimated Cost (A x B)
			<b>A</b>	<b>B</b>	<b>C= A x B</b>
<b>8.5 Compensation Consultant</b>	<b>3</b>	<b>Bidder to insert</b>	<b>\$</b>	<b>100</b>	<b>\$</b>
<b>Subtotal:</b>					<b>\$</b>
<b>Applicable taxes:</b>					<b>\$</b>
<b>Total price for contract period:</b>					<b>\$</b>

**Definition of a Day/Proration**

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$(Hours\ worked \times applicable\ firm\ per\ diem\ rate) \div 7.5\ hours.$$



- i. All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- ii. No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.

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<sup>1</sup> Estimated LOE is in days & is for evaluation purposes only. Actual Level of Effort may increase/decrease based on actual business requirements.



## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

- a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

Refer to Attachment 1 to Part 4

##### **4.1.1.2 Point Rated Technical Criteria**

Refer to Attachment 1 to Part 4

##### **4.1.1.3 ProServices Flexible Grid**

Refer to Attachment 2 to Part 4.

#### **4.1.2 Financial Evaluation**

*SACC Manual* Clause [A0220T](#) (2014-06-26) Evaluation of Price

For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.

### **4.2 Basis of Selection**

#### **Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%)**

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of 60 points overall for the technical evaluation criteria which are subject to point rating.  
The rating is performed on a scale of 100 points.
2. Bids not meeting "(a) or (b) or (c)" will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be **70%** for the technical merit and **30%** for the price.



4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of **70%**.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of **30%**.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

**Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)**

		Bidder 1	Bidder 2	Bidder 3
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	<b>Pricing Score</b>	$45/55 \times 30 = 24$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
<b>Combined Rating</b>		83.63	73.15	77.70
<b>Overall Rating</b>		1st	3rd	2nd



## ATTACHMENT 1 TO PART 4 - TECHNICAL CRITERIA

### **Mandatory Technical Criteria**

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

For all the mandatory criteria, the Bidder should provide complete details for each project identified, including but not limited to:

Name and description of client organization;

- Name, phone, email address of client reference;
- Scope, objective, size in dollars and resources, project timeframe (from-to dates month/year);
- Outcomes of the project;
- Description of the various stakeholders involved in the project; and
- Description of the roles and responsibilities of the Bidder or the Bidder's Proposed Resource(s) in the project, process, or initiative

<b>RESOURCE EXPERIENCE - COMPENSATION CONSULTANT - LEVEL 3</b>			
<b>Criterion Reference</b>	<b>Mandatory Criteria</b>	<b>Cross reference to proposal</b>	<b>Compliant YES/NO</b>
<b>M.1</b>	<p>The Bidder must propose one (1) Senior Pay Equity Consultant or a team of resources by submitting a detailed Curriculum Vitae for the named resource(s) with its bid.</p> <p>Bidder must demonstrate that the proposed Senior Pay Equity Consultant or team of resources has acquired experience, within the last ten (10) years, by providing descriptions of three (3) completed projects for clients within the private or public sector where the resource or team:</p>		





	<p>a) Researched and analyzed data to determine gender predominance;</p> <p>b) Reviewed and evaluated jobs to determine value of work based on legislative requirements, e.g., provincial, or federal human rights legislation;</p> <p>c) Conducted comparisons of jobs commonly held by women and commonly held by men;</p> <p>d) Calculated total compensation and conducting compensation comparisons;</p> <p>e) Determined adjustments required to achieve pay equity;</p> <p>f) Compiled information and prepared reports;</p> <p>g) Consulted interested parties, e.g., employees, management, and their respective representatives; and</p> <p>h) Produced a plan (or report with recommendations) for achieving pay equity in compliance with legislative requirements, e.g., provincial or federal human rights legislation.</p> <p>To be found compliant, the Bidder must include a résumé for each proposed resource or, in the case of a team, a portfolio consisting of each member's résumé, where the project descriptions include the following details:</p> <ul style="list-style-type: none"><li>• Brief summary of the proposed resource's role and their experience vis-à-vis a) through h);</li><li>• The proposed resource's start and end date for each project (month/year);</li><li>• The organization name along with the project authority (client reference) for whom the work was performance along with their contact information.</li></ul> <p>NSIRA reserves the right to contact the project reference to validate the successful completion of all required tasks.</p>		
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### **Point Rated Technical Criteria**

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Bids that fail to meet the point rated technical criterial will be declared nonresponsive. Each point rated technical criterion should be addressed separately.

<b>RESOURCE EXPERIENCE COMPENSATION CONSULTANT - LEVEL 3</b>				
<b>Criterion Reference</b>	<b>Point Rated Criteria</b>	<b>Scoring Methodology</b>	<b>Max/Min Points</b>	<b>Cross reference to proposal</b>
<b>R.1</b>	1. The Bidder must demonstrate that the proposed resource or team of resources has successfully completed or facilitated training, courses or workshops in at least three of the following areas: <ul style="list-style-type: none"> <li>a. Job evaluation;</li> <li>b. Equitable compensation/pay equity;</li> <li>c. Compensation and benefits planning</li> <li>d. Total rewards</li> <li>e. Project management</li> </ul>	5 points for each course, training or workshop in each area to a maximum of 25 points. In the case of a team, this criterion will be evaluated globally as opposed to for each member individually.		
<b>R.2</b>	1. The Bidder must identify whether the proposed resource or team of resources has obtained a relevant professional license, designation or	5 points for each professional license, designation or public service certification, to a maximum of 25		



	<p>public service certification:</p> <ul style="list-style-type: none"><li>a. Accounting</li><li>b. Compensation</li><li>c. Human Resources</li><li>d. Law</li><li>e. Other</li></ul> <p>Other licences, designations or certifications will be accepted only if they are relevant to pay equity.</p>	<p>points. In the case of a team, this criterion will be evaluated globally as opposed to for each member individually.</p>		
<b>Total (minimum pass mark – 60%) or 30/50 points</b>		<b>Total Points:</b>	<b>/50</b>	



## ATTACHMENT 2 TO PART 4 PROSERVICES – FLEXIBLE GRID

The Bidder must submit a detailed resumé for the proposed resource or team of resources demonstrating that they meet the minimum mandatory requirements (education, professional designation or certification, experience) as described below in the flexible grid. A compensatory assessment methodology will be applied in evaluating all bids. Note that in the case of a team of resources, these requirements will be evaluated for each member individually.

<b>Human Resources Consultant - Senior</b>	<b>Minimum 95 Points required</b>
<i>Relevant Education</i>	
University (PhD, Graduate, Undergraduate, degree)	35 Points
College or CEGEP Diploma/Certificate	25 Points
High School Diploma	20 Points
<i>Professional Designation or Certification</i>	
Relevant Professional Designation or Certification	15 Points
<i>Relevant Experience</i>	
≥1 yr and <2 yrs: 12-23 months	10 points
≥2 yrs and <4 yrs: 24-47 months	20 points
≥4 yrs and <6 yrs: 48-71 months	30 points
≥6 yrs and <8 yrs: 72-95 months	40 points
≥8 yrs and <10 yrs: 96-119 months	50 points
≥10 yrs: 120 + months	60 points



## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

### **5.1 Certifications Required with the Bid**

Bidders must submit the following duly completed certifications as part of their bid.

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

### **5.2 Certifications Precedent to Contract Award and Additional Information**

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or additional information listed below within the time frame specified will render the bid non-responsive.

#### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### **5.2.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the



bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the “FCP Limited Eligibility to Bid” list at the time of contract award.

### **5.2.3 Additional Certifications Precedent to Contract Award**

#### **5.2.3.1 Status and Availability of Resources**

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

#### **5.2.3.2 Education and Experience**

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

#### **5.2.3.3 Certification of Language – Bilingual Essential**

By submitting a bid, the Bidder certifies that, should it be awarded a contract as result of the bid solicitation, every individual proposed in its bid will be fluent in either of both official languages of Canada (French and English). The individual(s) proposed must be able to communicate orally and in writing in French or English without any assistance and with minimal errors.



## ATTACHMENT 1 to PART 5 – CERTIFICATIONS

The following Certifications are to be used, as applicable. If they apply, they must be signed and attached to the Contractor's quotation when it is submitted to Canada.

### 1. CERTIFICATION OF EDUCATION AND EXPERIENCE

The Contractor certifies that all the information provided in the résumés and supporting material proposed for completing the subject work, particularly the information pertaining to education, achievements, experience, and work history, has been verified by the Contractor to be true and accurate. Furthermore, the Contractor warrants that every individual proposed by the Contractor for the requirement is capable of performing the Work described.

X

\_\_\_\_\_  
Print name of authorized individual & sign above

### 2. CERTIFICATION OF AVAILABILITY OF PERSONNEL

The Contractor certifies that, should it be authorized to provide services under the Contract, the persons proposed in the quotation will be available to commence performance of the work within a reasonable time from the date of issuance of the Contract and will remain available to perform the work in relation to the fulfillment of the requirement.

X

\_\_\_\_\_  
Print name of authorized individual & sign above

### 3. CERTIFICATION OF STATUS OF PERSONNEL

If the Contractor has proposed any individual who is not an employee of the Contractor, the Contractor certifies that it has permission from that individual to propose his/her services in relation to the Work to be performed under the Contract and to submit his/her résumé to Canada. At any time during the Contract Period the Contractor must, upon request from the Contracting Authority, provide the written confirmation, signed by the individual, of the permission that was given to the Contractor of his/her availability. Failure to comply with the request may result in a default under the Contract in accordance with the General Conditions.

X

\_\_\_\_\_  
Print name of authorized individual & sign above



#### 4. CERTIFICATION OF LANGUAGE - BILINGUAL

The Contractor certifies that the proposed resource(s) in response to the bid solicitation is/are fluent in either of both official languages of Canada (French and English). The individual(s) proposed must be able to communicate orally and in writing in French or English without any assistance and with minimal errors.

X

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Print name of authorized individual & sign above





## PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### Delivery Requirements Outside a Comprehensive Land Claims Settlement Area

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

#### 6.1 Security Requirements

6.1.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

1. The contractor/offeror must, at all times during the performance of the contract/standing offer, hold a valid designated organization screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC)
2. The contractor/offeror personnel requiring access to **protected** information or assets (**No access to sensitive work site(s)**) must **each** hold a valid **reliability status**, granted or approved by the CSP, PWGSC
3. The contractor/offeror **must not** remove any **protected** information or assets, and the contractor/offeror must ensure that its personnel are made aware of and comply with this restriction
4. Subcontracts which contain security requirements are **not** to be awarded without the prior written permission of the NSIRA, CSP, PWGSC

#### 6.2 Statement of Work

This Contract is being issued for the requirement of Professional Services one (1) Compensation Consultant – Senior for the National Security and Intelligence Agency (NSIRA) under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the CKFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix “A” Statement of Work.

#### 6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

##### 6.3.1 General Conditions

2010B (2022-12-01) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.



## **6.3.2 Supplemental General Conditions**

4013 (2022-06-20) Compliance with on-site measures, standing orders, policies, and rules

## **6.4 Term of Contract**

### **6.4.1 Period of the Contract**

The Period of the Contract is from date of Contract award to March 29, 2024 inclusive.

## **6.5 Authorities**

### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Client Department Name and Address:

Contact Name:

Telephone:

Facsimile:

E-mail address:

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### **6.5.2 Project Authority**

The Project Authority for the Contract is:

Department Name and Address

Contact Name:

Telephone:

Facsimile:

E-mail address:

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.



### 6.5.3 Contractor's Representative

Contact Name:  
Telephone:  
Facsimile:  
E-mail address:

### 6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

### 6.7 Payment

#### 6.7.1 Basis of Payment

The Contractor will be paid for the Work performed in accordance with the Basis of Payment at Annex "B". Customs duties are excluded, and Applicable Taxes are extra.

#### 6.7.2 Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

#### 6.7.3 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are excluded and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required.



Provision of such information by the Contractor does not increase Canada's liability.

#### 6.7.4 Method of Payment (Monthly Payment)

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

#### 6.7.5 SACC Manual Clauses

SACC Manual Clause [A9117C](#) (2007-11-30), T1204 – Direct Request by Customer Department

SACC Manual Clause [C0711C](#) (2008-05-12), Time Verification

#### 6.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the information required in the General Conditions.
2. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision and must show the applicable contract number.
3. By submitting invoices, the Contractor is certifying that the goods and/or services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
4. All invoices must be submitted using the following method (**the original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment**):

Email: Only legible electronic (PDF, Word, Excel) files will be accepted; all others will be returned.

[invoicing-facturation@nsira-ossnr.gc.ca](mailto:invoicing-facturation@nsira-ossnr.gc.ca)

This email address is to be used for submitting invoices and for payment status inquiries.



## Direct Deposit:

The Government of Canada will soon be phasing out federal government cheques; we strongly encourage Businesses that supply goods and services to the Government of Canada to enroll in direct deposit for account payable.

Please contact [invoicing-facturation@nsira-ossnr.gc.ca](mailto:invoicing-facturation@nsira-ossnr.gc.ca) to obtain additional information, to confirm direct deposit enrolment process and the steps to be followed.

**IMPORTANT NOTE:** If a supplier omits any required information pertaining to payment processing from the invoice, the invoice will be returned at our discretion and will not be paid until valid payment referencing is provided.

## 6.9 Access to Facilities and Equipment

Canada's facilities, equipment, documentation, and personnel are not automatically at the disposal of the Contractor. If access to government premises, computer systems (micro computer network), working space, telephones, terminals, documentation and personnel for consultation is required by the Contractor to perform the Work, the Contractor must advise the Contracting Authority of the need for such access in a timely fashion. If the Contractor's request for access is approved by Canada and arrangements are made to provide access to the Contractor, the Contractor, its subcontractors, agents and employees must comply with all the conditions applicable at the Work site. The Contractor must further ensure that the facilities and equipment are used solely for the performance of the Contract

## 6.10 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.



## 6.11 Certifications and Additional Information

### 6.11.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

### 6.11.2 Non-disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex “D”, and provide it to the Contracting Authority before they are given access to information by or on behalf of Canada in connection with the Work.

## 6.12 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada’s Buy and Sell website under the heading “[Dispute Resolution](#)”.

## 6.13 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **Ontario**.

## 6.14 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the supplemental general conditions [4013](#) (2022-06-20) Compliance with on-site measures, standing orders, policies, and rules



- (c) the general conditions [2010B \(2022-01-28\) General Conditions - Professional Services \(Medium Complexity\)](#)
- (d) Annex A, Statement of Work
- (e) Annex B, Basis of Payment
- (f) Annex C, Security Requirements Check List
- (g) Annex D, Non-disclosure Agreement Form
- (h) Supply Arrangement Number E60ZT-180025/XXX/ZT **or** E60ZT-180026/XXX/ZT **or** E60ZT-180027/XXX/ZT **or** E60ZT-180028/XXX/ZT **or** E60ZT-180029/XXX/ZT; and
- (i) the Contractor's bid dated \_\_\_\_\_

### **6.15 Basis for Canada's Ownership of Intellectual Property**

The National Security and Intelligence Review Agency (NSIRA) has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following reasons:

- Where the Foreground IP consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

### **6.16 Translation of Documentation**

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

### **6.17 Replacement of Specific Individuals**

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - a) the name, qualifications and experience of the proposed replacement; and
  - b) Proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a



replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

## **6.18 Ownership**

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

## **6.19 Identification Protocol Responsibilities**

The Contractor will be responsible for ensuring that any of its resources, representatives or subcontractors complies with the following self-identification requirements:

- a) Contractors who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify if they are a Contractor prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not a Government of Canada employee; and
- b) During the performance of any Work at a Government of Canada site, the Contractor must be clearly identified at all times as being a Contractor; and
- c) If a Contractor requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as a Contractor in all electronic mail including the signature block as well as under "Properties". This identification protocol must also be used in all other correspondence, communication, and documentation; and





- d) If Canada determines that the Contractor are in breach of any obligation stated in this clause, upon written notice from Canada the Contractor must submit a written action plan describing the corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client or the Contracting Authority, and twenty working days to rectify the underlying problem; and
- e) In addition to any other rights it has under the Contract, Canada may terminate the Contract f or default if the corrective measures required of the Contractor described above are not met.

## 6.20 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

## 6.21 Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to [\*Department of Justice Act\*](#), R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
  - a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or



- b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
  - c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
  - d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
- a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
  - b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
  - c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.



## ANNEX "A" STATEMENT OF WORK

### PAY EQUITY CONSULTANT, NATIONAL SECURITY AND INTELLIGENCE REVIEW AGENCY

#### PURPOSE

Develop a pay equity plan for all National Security and Intelligence Review Agency Secretariat employees to ensure equitable compensation. Under the new proactive requirements, NSIRA Secretariat will be required to take the necessary steps to ensure that its compensation practices provide equal pay to men and women for work of equal value.

#### BACKGROUND

The first federal *Pay Equity Act* was passed in December 2018. The new Act came into force on August 31, 2021, along with the associated Regulations. The Act provides that federally regulated employers with ten (10) or more employees in 2021 have three (3) years from August 31, 2021, to develop a pay equity plan for the workplace. Employers must post a detailed notice, described in the Act, within 60 days of becoming subject to the Act, that sets out its obligations to establish a pay equity plan and, in certain circumstances, to establish a pay equity committee.

The Act imposes new obligations on employers to proactively examine their compensation practices and ensure that they are free of gender-based pay inequity and otherwise in compliance with the Act. This approach reflects a major shift from the federal complaint-driven model that required employees and bargaining agents (in the case of unionized employees) to raise the issue first if it was believed that the employer's compensation scheme was inequitable.

Although the National Security and Intelligence Review Agency (NSIRA) Secretariat is a separate agency in Schedule V of the *Financial Administration Act*, it applies the occupational group structure and uses the job evaluation plans established by the Treasury Board in its capacity as employer for the core public administration. In accordance with the *National Security and Intelligence Review Agency Act*, the Executive Director of the Secretariat is the employer.

The National Security and Intelligence Review Agency (NSIRA) Secretariat is initiating a process to engage expertise to develop a pay equity plan. The NSIRA Secretariat is a micro-organization of fewer than 100 employees. No bargaining agents have been certified in accordance with the *Federal Public Sector Labour Relations Act* to represent the NSIRA Secretariat's employees, who fall into five broad categories of work: executives, lawyers, review analysts, corporate services, and administrative functions.



## ISSUE

The NSIRA Secretariat’s Human Resources Team is small, and several aspects of its work are accomplished through inter-organization service agreements or contracts, e.g., compensation, classification, etc. The NSIRA Secretariat’s Human Resources Team does not have the expertise to value the work done in each job class, calculate total compensation, identify job bands, compare compensation between predominantly male and predominantly female job classes and determine if there are differences, or prepare a pay equity plan, in accordance with the Pay Equity Act and Regulations. In fact, the required expertise is not readily available within the federal public service given that the legislation is new.

## TASKS / TECHNICAL SPECIFICATIONS

<b>Expert Services</b>	
<b>Phase I – 30 days after Contract Award</b>	<p>Conduct a detailed review of the current situation and develop a project plan.</p> <ul style="list-style-type: none"> <li>• Identify job classes.</li> <li>• Determine which job classes are predominantly male and predominantly female.</li> <li>• Develop an assessment methodology, including recommending evaluation tools/plans to establish value of work.</li> <li>• Identify timelines, milestones, and meeting or briefing schedule.</li> <li>• Identify gaps, risks, and dependencies.</li> <li>• Prepare briefing material and/or presentations.</li> </ul>
<b>Phase II – by August 31, 2023</b>	<ul style="list-style-type: none"> <li>• Establish the value of work for each job class by applying a methodology that measures skill, effort, responsibility and working conditions.</li> <li>• Identify and use appropriate external data for comparative purposes (if necessary).</li> <li>• Calculate total compensation in dollars per hour for each job class.</li> <li>• Analyze findings of value of work exercise.</li> <li>• Compare compensation to determine whether there are differences in compensation between job classes of equal value.</li> <li>• Prepare briefing material and/or presentations on findings.</li> </ul>
<b>Phase III – by October 31, 2023</b>	<ul style="list-style-type: none"> <li>• Draft a draft pay equity plan.</li> <li>• Provide advice with respect to associated change management implications, communications plan, and implementation strategy</li> <li>• Assist client in publishing the final draft of the plan and the notice pertaining to compensation.</li> <li>• Prepare briefing material, communications products, and/or presentations on the draft plan.</li> </ul>



<b>Phase IV – by March 31, 2024</b>	<ul style="list-style-type: none"><li>• Consider any comments provided by employees about the draft plan.</li><li>• Prepare the final version of the pay equity plan.</li><li>• Prepare a final report on all aspects of the pay equity process and plan, with the related supporting documentation.</li></ul>
---	--

## DELIVERABLES

The Contractor must provide:

- A detailed project plan 30 days following contract award based on a thorough review of the current situation;
- An assessment methodology including evaluation tools/plans to establish value of work;
- A report outlining the findings of value of work exercise;
- A draft pay equity plan by December 31, 2023;
- A final pay equity plan by March 31, 2024;
- A final report on all aspects of the pay equity process and plan, complete with related supporting documentation by May 31, 2024;
- Briefing and presentation materials as required through each phase.

## TRAVEL

As of April 2022, all positions and employees are in the National Capital Region. Travel is unlikely to be required. If travel is necessary, transportation and accommodation costs will be paid by NSIRA.

## LIMITATIONS/ASSUMPTIONS

- The Contractor will be required to meet the timelines outlined in the above schedule to ensure compliance with the prescribed time limits in the regulations under the *Pay Equity Act*.
- The Contractor must be able to communicate in either of both official languages orally and in writing.
- The criterion to be applied in determining the value of the work performed is the composite of the skill required to perform the work, the effort required to perform the work, the responsibility required in the performance of the work and the conditions under which the work is performed.
- Although the NSIRA Secretariat has not established a Pay Equity Committee, this could change, in which case the Contractor must involve the Committee in the pay equity process and development of the plan.
- The NSIRA Secretariat does not have in-house capacity but will nevertheless require a thorough understanding of the process followed, the findings, and the recommendations. The Contractor will be expected to brief members of the Human Resources Team at various stages of the project.
- The Contractor must ensure its service continuity commitments for the entire duration of the project (three years).



- All documents must be provided in Word, Excel, PowerPoint or other format as needed. The Contractor and NSIRA Secretariat will come to an agreement before the work starts.

### **SUPPORT FROM NSIRA SECRETARIAT**

As required to perform the work and at the discretion of the Project Authority, Canada will provide the Contractor:

- with all the necessary documentation in order to understand the organizational context and expected outcomes;
- with information pertaining to position classification and employment categories;
- with copies of job descriptions, classification rationales, and organization charts;
- with information about the terms and conditions of employment that apply to its workforce;
- a point of contact in the NSIRA Secretariat's Human Resources Team to respond to questions and provide any data required to assist in performing the work; and
- with strategic, logistical, and administrative support to organize meetings, plan briefings, etc., including translation services, throughout the pay equity process.

### **MEETINGS**

Progress briefings will take place on a bi-weekly basis via videoconference or by telephone.

If a Pay Equity Committee is established, a detailed schedule of meetings will be developed as part of the project plan in Phase I.

If one or more in-person meetings are required, the NSIRA Secretariat will provide premises and videoconferencing facilities.

### **HARDWARE, TECHNOLOGY, APPLICATIONS AND SOFTWARE**

The Contractor may **not** use hardware, technology, applications, or software that have not been authorized in advance by the NSIRA Secretariat's chief security officer.



## ANNEX "B" BASIS OF PAYMENT

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to this Contract.

For the provision of Professional Services as described in Annex "A", Statement of Work, the Contractor shall be paid the all-inclusive firm per diem rate below in the performance of the Contract, HST is extra.

**INITIAL CONTRACT PERIOD:** Date of Contract award to March 29, 2024

Category of Personnel	Level of Expertise	Name(s) of Proposed Resource(s)	All-inclusive fixed Per-Diem Rate	Level of Effort (estimated) <sup>1</sup>	Estimated Cost (A x B)
			A	B	C= A x B
8.5 Compensation Consultant	3	Bidder to insert	\$	100 days	\$
<b>Subtotal:</b>					\$
<b>Applicable taxes:</b>					\$
<b>Total price for contract period:</b>					\$

### Definition of a Day/Proration

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$(\text{Hours worked} \times \text{applicable firm per diem rate}) \div 7.5 \text{ hours.}$$

**All payments are subject to government audit.**



## ANNEX "C" SECURITY REQUIREMENTS CHECK LIST

	Government of Canada Gouvernement du Canada	Contract Number / Numéro du contrat  Security Classification / Classification de sécurité
<b>SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)</b>		
<b>PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE</b>		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction Human Resources
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail NSIRA is seeking to enlist professional expertise to provide advice on the pay equity requirement file. Main deliverable will be the Pay Equity Plan		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
E. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>
TBS/SCT 350-103(2004/12)		Security Classification / Classification de sécurité





	Government of Canada Gouvernement du Canada	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Contract Number / Numéro du contrat</td> </tr> <tr> <td style="text-align: center;">Security Classification / Classification de sécurité</td> </tr> </table>	Contract Number / Numéro du contrat	Security Classification / Classification de sécurité
Contract Number / Numéro du contrat				
Security Classification / Classification de sécurité				
<b>PART A (continued) / PARTIE A (suite)</b>				
8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sensibilité:				
9. Will the supplier require access to extremely sensitive INFOSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
Short Title(s) of material / Titre(s) abrégé(s) du matériel: Document Number / Numéro du document:				
<b>PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)</b>				
10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis				
<input checked="" type="checkbox"/> RFI RARI (TY RT&IR) COTE DE FIABILITE	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET	
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET	
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMBLEMES	Special comments: Commentaires spéciaux: <u>NO access to NSIRA facilities</u>			
NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.				
10. b) May unscreened personnel be used for portions of the work? Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
<b>PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)</b>				
<b>INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS</b>				
11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
11. b) Will the supplier be required to safeguard COMSEC information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
<b>PRODUCTION</b>				
11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
<b>INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)</b>				
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
TBS/SCT 350-103(2004/12)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Security Classification / Classification de sécurité</td> </tr> </table>	Security Classification / Classification de sécurité		
Security Classification / Classification de sécurité				



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**PART C - (continued) / PARTIE C - (suite)**

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC							
	A	B	C	CONFIDENTIAL / CONFIDENTIAL	SECRET	TOP SECRET / TRÈS SECRET	NATO Restricted	NATO CONFIDENTIAL	NATO SECRET	COMSEC Top SECRET / TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET / TRÈS SECRET		
											A	B	C					
Information / Assets / renseignements / biens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Production	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Media / Support TI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Link / Lien électronique	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

**PART D - AUTHORIZATION / PARTIE D - AUTORISATION**

**13. Organization Project Authority / Chargé de projet de l'organisme**

Name (print) - Nom (en lettres moulées) Melissa Guimond		Title - Titre Manager, Human Resources	Signature <b>Guimond, Melissa</b> <small>Digitally signed by Guimond, Melissa Date: 2022.12.16 13:27:30 -05'00'</small>
Telephone No. - N° de téléphone 613-371-6446	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel melissa.guimond@nrsira-osnir.gc.ca	Date 16 DEC 2023

**14. Organization Security Authority / Responsable de la sécurité de l'organisme**

Name (print) - Nom (en lettres moulées) Stephane Frappier		Title - Titre CSD	Signature <b>Frappier, Stephane</b> <small>Digitally signed by Frappier, Stephane Date: 2022.12.29 16:56:56 -05'00'</small>
Telephone No. - N° de téléphone 613-907-4480	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel stephane.frappier@nrsira-osnir.gc.ca	Date

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?  
Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?  No / Non  Yes / Oui

**16. Procurement Officer / Agent d'approvisionnement**

Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

**17. Contracting Security Authority / Autorité contractante en matière de sécurité**

Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canada



**ANNEX "D" NON-DISCLOSURE AGREEMENT**

I, \_\_\_\_\_, recognize that in the course of my work as an employee or subcontractor of \_\_\_\_\_, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. \_\_\_\_\_ between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and \_\_\_\_\_, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need-to-know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the **Contract Serial No.:**

\_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_