# RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Agriculture and Agri-Food Canada / Agriculture et Agroalimentaire Canada

**Attn: Kyle Harrington** 

Email: kyle.harrington@agr.gc.ca

# REQUEST FOR PROPOSAL/ DEMANDE DE PROPOSITION

#### Proposal To: Agriculture and Agri-Food Canada

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 and service, and construction as listed herein and on any attached sheets at the price(s) set out therefore.

#### Proposition à : Agriculture et Agroalimentaire Canada

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 annexes ci-jointes, les biens, services et construction énumérés ici et sur toute feuille ci-annexée, au(x) prix indique(s).

#### **Comments-Commentaires**

 $\begin{tabular}{ll} Vendor/Firm \ Name \ and \ Address \ - \ Raison \ sociale \ et \ adresse \ du \ fournisseur/ \ de \ l'entrepreneur \end{tabular}$ 

#### Issuing Office- Bureau de distribution

Agriculture and Agri-Food Canada / Agriculture et Agroalimentaire

Corporate Materiel Management Centre/ Centre de gestion intégrée du matériel

Title/Titre:  ERGONOMIC SERVICES		
Solicitation No. – Nº de l'invitation 01B68-23-0038	Date of Solicitation – Date de l'invitation December 18, 2023.	
Solicitation Closes – L'invitation prend fin At – à : 14 :00 On-le : February 1, 2024.	Time Zone - Fuseau Horaire EST	
Address Enquiries to: Adresser toutes questions à :		

Name: Kyle Harrington

Email: kyle.harrington@agr.gc.ca

Delivery required - Livraison exigée

Telephone No. – Nº de téléphone | FAX No. – Nº de fax N/A | N/A

Destination- of Goods, Services, and Construction : Destination-des biens, services et construction:

#### **Instructions:**

Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

#### **Instructions:**

Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/ de l'entrepreneur		
Name and title of person authorized to sign of personne autorisée à signer au nom du fourn		
(type or print) - (taper or écrire en caractère	d'imprimerie)	
Signature: Date:		



Delivery offered - Livraison proposée

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# **PART 1 – GENERAL INFORMATION**

#### 1.1 INTRODUCTION

This document states terms and conditions that apply to bid solicitation # 01B68-23-0038 it is divided into seven parts plus annexes and, attachments as follows:

Part 1 General Information: provides a general description of the requirement;

**Part 2 Bidder Instructions** provides the instructions, clauses and conditions applicable to the bid solicitation and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid:

**Part 4 Evaluation Procedures and Basis of Selection**: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection:

Part 5 Certifications: includes the certifications to be provided;

**Part 6 Security, Financial and Other Requirements**: includes specific requirements that must be addressed by bidders; and

**Part 7 Resulting Contract Clauses**: includes the clauses and conditions that will apply to any resulting contract.

The annexes include the Statement of Work, the Basis of Payment, the Bid Evaluation Criteria, and any other annexes.

# 1.2 SUMMARY

- 1.2.1 This bid solicitation is being issued to satisfy the requirement of Agriculture and Agri-Food Canada. It is intended to result in the award of one (1) contract from contract award to March 31, 2025 with two (2), one (1) year option periods.
- 1.2.2 Agriculture and Agri-Food Canada (AAFC) supports the Canadian agriculture and agrifood sector through initiatives that promote innovation and competitiveness.
- 1.2.3 The Department has over 5,000 employees at 55 work locations (subject to change) across Canada. Locations include research centers, farms and regional offices. Persons are employed in a variety of different fields such as Business / Commerce, Communications, Human Resources, Information Technology, Internal Services and Science and Technology.
- 1.2.4 As COVID-19 measures and safety precautions are coming to an end, the majority of AAFC employees are working a hybrid work schedule with 40% to 60% of hours worked to be completed on-site, in the workplace. Some employees continue to work virtually from home, depending on their job requirements and personal or medical needs.
- 1.2.5 Pursuant to the Treasury Board Secretariat's Directive on the Duty to Accommodate, AAFC has an obligation to develop an inclusive, barrier-free workplace. The goal is to

- provide a work environment that allows all candidates for employment and persons employed to work to the best of their abilities, without barriers or discrimination.
- 1.2.6 The AAFC Integrated Disability Management team supports and brings together employees, managers, union representatives (if applicable) and specialists to identify appropriate solutions to address limitations, restrictions or work-related needs.
- 1.2.7 AAFC must also meet the legal obligations established by:

Canadian Human Rights Act
Employment Equity Act
Privacy Act
Canada Labour Code
Accessible Canada Act

- 1.2.8 In order to implement the *Treasury Board Policy on the Duty to Accommodate Persons* with Disabilities in the Federal Public Service and AAFC's Workplace Accommodation Guidelines, the Department requires the assistance of external experts in workspace ergonomic services.
- 1.2.9 Ergonomics involves the applied science of equipment design and configuration that seeks to maximize productivity and reduce risks by adapting the work environment to meet the physical needs of the worker.
- 1.3.0 There is a Security component associated with this requirement.

# 1.3 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.

# **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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2003</u> (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 120 days

In the complete text content (except Subsection 1.0, Subsection 3.0, and Subsection 20): Delete "Public Works and Government Services Canada" and Insert "Agriculture and Agri-Food Canada". Delete "PWGSC" and Insert "AAFC".

Subsection 5.2 of Standard Instructions - Goods or Services - Competitive Requirements 2003 is amended as follows:

Delete: (d) send its bid only to the specified Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) specified in the bid solicitation or, to the address specified in the bid solicitation, as applicable;

Insert: (d) send its bid only to the specified Bid Receiving Unit of Agriculture and Agri-Food Canada (AAFC) specified in the bid solicitation or, to the address specified in the bid solicitation, as applicable;

# 2.2 Submission of Bids

Unless specified otherwise in the RFP, bids must be received by the Contract Authority via email identified by the date, time and place indicated on page 1 of the solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to AAFC 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
- 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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, 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 <a href="Contracting Policy Notice: 2019-01">Contracting Policy Notice: 2019-01</a> and the <a href="Guidelines on the Proactive Disclosure of Contracts">Guidelines on the Proactive Disclosure of Contracts</a>.

# **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 *ten (10)* 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 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make

suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least **ten (10)** days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

# 2.7 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 <a href="Buy and Sell">Buy and Sell</a> 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.

# 2.8 Basis for Canada's Ownership of Intellectual Property

Agriculture and Agri-Food Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the <u>Policy on Title to Intellectual Property Arising Under Crown</u> <u>Procurement Contracts:</u>

# **PART 3 - BID PREPARATION INSTRUCTIONS**

# 3.1 Bid Preparation Instructions

 a. Copies of Bid: Canada requests that bidders provide their bid in separately bound sections as follows:

i. Section I: Technical Bid

ii. Section II: Financial Bid

iii. Section III: Certifications not included in the Technical Bid

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

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process <a href="Policy on Green Procurement">Policy on Green Procurement</a> (https://www.tbs-sct.gc.ca/pol/doceng.aspx?id=32573). To assist Canada in reaching its objectives, bidders should:

- Include all environmental certification(s) relevant to your organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g. Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
- 3) Unless otherwise noted, bidders are encouraged to submit bids electronically. If hard copies are required, bidders should:
  - a. use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
  - b. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### 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 accordance with the Basis of Payment provided in Annex "B" of this bid solicitation. The total amount of Applicable Taxes must be shown separately, if applicable.

# Section III: Certifications

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

# 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. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- b. An evaluation team composed of representatives of the Identified User(s) will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- c. In addition to any other time periods established in the bid solicitation:
  - i. Requests for Clarifications: If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
  - ii. Requests for Interviews: If Canada wishes to interview the Bidder and/or any or all of the resources proposed by the Bidder to fulfill the requirements of the bid solicitation, the Bidder will have 2 working days following notice by the Contracting Authority to make any necessary arrangements (at the Bidder's sole cost) for the interview to take place at a location specified by Canada.
  - iii. Requests for Further Information: If Canada requires additional information to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions Goods or Services Competitive Requirements:
    - A. Verify any or all information provided by the Bidder in its bid; or
    - B. Contact any or all references supplied by the Bidder (e.g., references named in the grids of individual resources) to verify and validate any information submitted by the Bidder.

The Bidder must provide the information requested by Canada within two (2) working days of a request by the Contracting Authority.

iv. Extension of Time: If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

# 4.2 Technical Evaluation

#### a. Point-Rated Technical Criteria:

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in Annex C Technical Evaluation Criteria.

i. A Technical Proposal Score (out of 105 points), will be computed for each technically responsive Bidder using the following formula:

Actual Score		Final Score
	x 70 =	
Maximum Score Attainable		70% of Bidders Calculated Score
Maximum Score Attainable		70% of Bidders Calculated Sc

# Example: Given the Bidder has met the minimum threshold for the point-rated evaluation criteria

3	35	70	Final Score
1	00	x 70 =	59.500 out of 70

**Note:** Scores will be computed to a maximum of three decimal places.

Technically Responsive Proposal: A technically responsive proposal is a proposal that

A. Meets the mandatory requirements and obtains the required minimum points specified in the bid solicitation for the criteria that are subject to point rating.

# 4.3 Financial Evaluation

# a. Mandatory Financial Criteria

i. **Formulae in Pricing Tables:** If the pricing tables provided to Bidders include any formulae, Canada may re-input the prices provided by Bidders into a fresh table, if Canada believes that the formulae may no longer be functioning properly in the version submitted by a Bidder.

# b. Financial Proposal Score

- The Bidder must provide fixed, all inclusive rates for the initial contract period and option period(s) for the Resource Category identified in Appendix A, Statement of Work.
- ii. The Financial evaluation will be conducted only on proposals that are technically responsive by using these rates to calculate the Total Financial Score.
- iii. All-inclusive rates proposed for Option Period(s) must not be lower than the rates proposed for the Initial Contract Period. Failure to abide with these conditions will result in a proposal being considered non-responsive.

#### A. Financial Evaluation – Method:

The following financial evaluation method will be used:

1) Points will be allocated to the Bidder, for each period, using the following calculation which will be rounded to no more than three (3) decimal places:

$$\frac{\text{Lowest proposed all-inclusive rate}}{\text{Bidder's proposed all-inclusive rate}} \times (10 \ points)$$

**Total Financial Score Calculation:** Bidders' financial score points, for the Resource and Contract Year will be summed, to arrive at a score for each technically responsive Bidder out of 30 points.

A. Each Bidder's score out of 30 points will be pro-rated to arrive at a Total
 Financial Score for each Bidder out of 30 points [rounded to no more than three
 (3) decimal places] as follows:

$$\frac{\text{Bidders' Financial Score out of 30 points}}{30 \text{ points}} \times 30 \text{ points}$$

# Prices shall not appear in any area of the proposal except in the Financial Proposal.

All bids must be in Canadian dollars. Financial evaluations are calculated on the total cost of the project, excluding GST or HST (if applicable). Only the Canadian currency value for the bid will be used in evaluating a proposal. The Canadian currency value for a bid is fixed at the time of the proposal, irrespective of future changes in currency rate.

The failure by a company to bid in Canadian dollars (a mandatory requirement of the solicitation) is sufficient to make its proposal non-compliant. AAFC will reject a company's bid made in any other currency than Canadian.

# 4.4 Basis of Selection

- 1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - obtain the required minimum of 63 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 105 points.
- 2. Bids not meeting (a) or (b) 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 100 and the lowest evaluated price is \$125.00.

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 100 and the lowest evaluated price is \$125.00.

# **Example of Method of Selection:**

Highest Combined Rating Technical Merit (70%) and Price (30%)			
Calculation	Technical Points	Price Points	Total Points
Proposal 1 - Tech = 88/100 - Price = \$200.00	88 x 70 = 61.6 100	*125 x 30 = 18.75	= 80.35
Proposal 2 - Tech = 82/100 - Price - \$130.00	$\frac{82 \times 70}{100} = 57.4$	125 x 30 = 28.846 130	= 86.246
Proposal 3 - Tech = 76/100 - Price = \$125.00*	$\frac{76 \times 70}{100} = 53.2$	125 x 30 = 30 125	= 83.2

<sup>\*</sup> Represents the lowest priced proposal Bidder 2 is successful with the highest combined rating of 86.246

# 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 <u>Forms for the Integrity Regime</u> website (<a href="http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html">http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html</a> ), 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 the additional information listed below within the time frame specified will render the bid non-responsive.

# 5.2.1 Legal Entity And Corporate Name

Please certify that the Bidder is a legal entity that can be bound by the contract and sued in court and indicate i) whether the Bidder is a corporation, partnership or sole proprietorship, ii) the laws under which the Bidder was registered or formed, iii) together with the registered or corporate name. Also identify iv) the country where the controlling interest/ownership (name if applicable) of the Bidder is located.

i)	 	 
ii)		 
iii)		
iv)		

i)	
ii)	
iii)	
Signature	
5.2.2 Education/Experien	ce Certification
proposed for completing the Minister reserves the right t	made with regard to the education and the experience of individuals subject Work are accurate and factual, and we are aware that the to verify any information provided in this regard and that untrue proposal being declared <b>non-responsive</b> or in other action which the priate.
Name	
Signature	Date
5.2.3 Price/Rate Certificat	ion
accepted accounting principle prices are not in excess of the customer for like quality and of sale in excess of that normall	price quoted have been computed in accordance with generally es applicable to all like services rendered and sold by us, that such ne lowest prices charged anyone else, including our most favoured quantity so the services, does not include an element of profit on the ly obtained by us on the sale of services of like quality and quantity, vision for discounts or commissions to selling agents".
Name	
Signature	

Any resulting Contract may be executed under the following i) corporate full legal name and ii) at the following place of business (complete address) iii) telephone and fax number and email:

#### 5.2.4 **Validity Of Proposal**

It is requested that proposals submitted in response to this Request for Proposal be:

- valid in all aspects, including price, for not less than one hundred and twenty (120) days from the closing date of this RFP; and,
- signed by an authorized representative of the Bidder in the space provided on the RFP; and,
- provide the name and telephone number of a representative who may be contacted for clarification or other matters relating to the Bidder's proposal.

Name		
Signature	 Date	
5.2.5 Availability And Status Of Personnel		

The Bidder certifies that, should it be authorized to provide services under any contract resulting from this RFP, the employees proposed in its proposal will be available to commence performance of the work within a reasonable time from contract award, or within the time specified herein.

If the Bidder has proposed any person in fulfilment of this requirement who is not an employee of the Bidder, the Bidder hereby certifies that it has written permission from such person to propose the services of such person in relation to the work to be performed in fulfilment of this requirement and to submit such person's résumé to the Contracting Authority.

During the proposal evaluation, the Bidder MUST upon the request of the Contracting Authority provide a copy of such written permission, in relation to any or all non-employees proposed. The Bidder agrees that failure to comply with such a request may lead to disqualification of the Bidder's proposal from further consideration.

Name	
Signature	 Date

#### FORMER PUBLIC SERVANT - STATUS AND DISLCOSURE 5.2.6

Contracts with 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 with FPS, bidders must provide the information required below.

# **Definitions**

For the purposes of this clause, "former public servant" is any former member of a department as defined in the <u>Financial Administration Act</u>, 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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c.C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c.D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c.R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c.R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S., 1985, c.M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, 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 FPS 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 report.

# **Work Force Reduction Program**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? 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 reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

Name	9	
Signa	ature	Date Date
5.2.7	JOINT VENTURES	
either	r all members of the joint v	ed by a contractual joint venture, the proposal shall be signed by enture or a statement shall be provided to the effect that the the joint venture. The following will be completed if applicable:
1. in acc	The Bidder represents the cordance with the definition in	at the bidding entity is/is not (delete as applicable) a joint venture in paragraph 3.
2.	A Bidder that is a joint ver	nture represents the following additional information:
	(a) Type of joint	venture (mark applicable choice):
	Incorpo	rated joint venture
	Limited	partnership joint venture
	Partners	ship joint venture
	Contrac	tual joint venture
	Other	
	(b) Composition (names	and addresses of all members of the joint venture)
3.	Definition of joint venture	

A joint venture is an association of two or more parties who combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the profits

and the losses and each having some degree of control over the enterprise. Joint ventures may be carried on in a variety of legal forms divided into three categories:

- (a) The incorporated joint venture;
- (b) The partnership venture;
- (c) The contractual joint venture where the parties combine their resources in the furtherance of a single business enterprise without actual partnership or corporate designation.
- 4. The joint venture team arrangement is to be distinguished from other types of Contractor arrangements, such as:
- (a) Prime Contractor, in which, for example, the purchasing agency contracts directly with a Contractor (prime) who acts as the system assembler and integrator, with major components, assemblies and subsystems normally subcontracted;
- (b) Associated Contractor, in which for example, the purchasing agency contracts directly with each of the major component suppliers and performs the integration tasks or awards a separate contract for this purpose.
- 5. If the Contract is awarded to an unincorporated joint venture, all members of the joint venture shall be jointly and severally responsible for the performance of the Contract.

Name	
Signature	 Date

#### **5.2.8 INTEGRITY PROVISIONS**

- Ineligibility and Suspension Policy (the "Policy"), and all related Directives (2016-04-04), are incorporated by reference into, and form a binding part of the procurement process. The Supplier must comply with the Policy and Directives, which can be found at <u>Ineligibility</u> and <u>Suspension Policy</u>.
- 2. Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC's Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension

- of Suppliers.
- 3. In addition to all other information required in the procurement process, the Supplier must provide the following:
  - a. by the time stated in the Policy, all information required by the Policy described under the heading "Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement"; and
  - b. with its bid / quote / proposal, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at <u>Declaration form for procurement</u>.
- 4. Subject to subsection 5, by submitting a bid / quote / proposal in response a request by AAFC, the Supplier certifies that:
  - a. it has read and understands the *Ineligibility and Suspension Policy*;
  - it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
  - c. it is aware that Canada may request additional information, certifications, and validations from the Supplier or a third party for purposes of making a determination of ineligibility or suspension;
  - d. it has provided with its bid / quote / proposal a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
  - e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
  - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
- 5. Where a Supplier is unable to provide any of the certifications required by subsection 4, it must submit with its bid/ quote / proposal a completed Integrity Declaration Form, which can be found at <a href="Declaration form for procurement">Declaration form for procurement</a>.
- 6. Canada will declare non-responsive any bid / quote / proposal in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Supplier provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Supplier to be ineligible for award of a contract for providing a false or misleading certification or declaration.

d that any information I submit in order for the
ntract may be shared and used by AAFC and /o sults of verification may be publicly disseminated ng information could result in the cancellation o spension.
Date
ļ

# PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

# 6.1 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 Part7 Resulting Contract Clauses;
- 2. Before access to sensitive information is provided to the Bidder, the following conditions must be met:
  - (a) the Bidder's proposed individuals requiring access to sensitive information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 -Resulting Contract Clauses;
  - (b) the Bidder's security capabilities must be met as indicated in Part 7 Resulting Contract Clauses.
- For additional information on security requirements, Bidders should refer to the <u>Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.

# **PART 7 - RESULTING CONTRACT CLAUSES**

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

#### 7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

### 7.1.1 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

#### 7.1.1.1 Task Authorization Process

- 1. The Project Authority will provide the Contractor with a description of the task using the "Task Authorization Form specified in Appendix D .
- 2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis and methods of payment as specified in the Contract.
- 3. The Contractor must provide the Project Authority, within 2 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
- 4. The Contractor must not commence work until a TA authorized by the Contracting and Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

### 7.1.1.2 Minimum Work Guarantee - All the Work - Task Authorizations

- 1. **Maximum Contract Value** means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and **Minimum Contract Value** means 5%.
- 2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- 3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- 4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

# 7.2 Standard Clauses and Conditions

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

# 7.2.1 General Conditions

2035 (2022-12-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

# 7.2.2 Supplemental General Conditions

<u>4007</u> (2010-08-16), Supplemental General Conditions – Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

4008 (2008-12-12), Personal Information, apply to and form part of the Contract.

# 7.3 Security Requirements

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

Security requirement for Canadian supplier: Public Works and Government Services Canada (PWGSC) file # Common-professional services security requirement check list #6

- 1. The contractor/offeror must, at all times during the performance of the contract, hold a valid designated organization screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC)
- The contractor/offeror personnel requiring access to protected information, assets or 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 from the identified work site(s), 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 AAFC
- 5. The contractor/offeror must comply with the provisions of the:
  - Security Requirements Check List and security guide (if applicable), attached at Annex F
  - b. Contract Security Manual (latest edition)

# 7.4 Term of Contract

- a. **Contract Period**: The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:
  - i. The "Initial Contract Period", which begins on the date the Contract is awarded and ends March 31st, 2025; and
  - ii. The period, during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

# b. Option to Extend the Contract :

i. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one-year periods under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment. ii. Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a formal contract amendment.

# c. Termination on Thirty Days Notice

Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.

In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

#### 7.5 AUTHORITIES

# 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Kyle Harrington

Title: Senior Contracting Specialist

Organization: Professional Services Contracting Unit,

Agriculture and Agri-Food Canada

E-mail address: kyle.harrington@agr.gc.ca

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.

# 7.5.2 Project Authority

[To be provided at time of Contract award]

The Project Authority for the Contract is:

Name : []		
Title : []		
Organization : [	]	
Address : [	_]	
Telephone : [	]	
E-mail address : [		1

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.

# 7.5.3 Contractor's Representative

[To be provided at time of Contract award]

Name : [	]
Title : [	]
Organization : [	]
Address : [	]
Telephone : [	]
F-mail address · [	

**Note to Bidders:** The Contractor's Representative, Contracting Authority, Technical Authority and contact information will be identified at the time of contract award.

# 7.6 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 <u>Public Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2019-01</u> of the Treasury Board Secretariat of Canada.

# 7.7 Payment

# 7.7.1 Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm all-inclusive price, as specified in Annex B. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

# 7.7.2 Limitation of Expenditures

The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with the Basis of Payment at Appendix B.

Canada's liability to the Contractor under the authorized task authorization must not exceed the limitation of expenditure specified in the authorized task authorization. Custom duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

- Canada's total liability to the Contractor under the Contract for all authorized Task
   Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$50,000.00.
   Customs duties are included and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or

- as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
- **4.** 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.

# 7.7.3 Electronic Payment of Invoices - Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Direct Deposit (Domestic and International);
- b. Wire Transfer (International Only);

# 7.7.4 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contract must repay any overpayment, at Canada's request.

# 7.8 Invoicing Instructions

- a. The Contractor must submit invoices in accordance with the information required in the General Conditions.
- b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- c. By submitting invoices the Contractor is certifying that the goods and 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.
- d. The Contractor must provide the original of each invoice to the Project Authority. On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.

The Contractor will submit invoices on its own form, which will include:

- (i) The date;
- (ii) The Contractor name and address;
- (iii) The Destination (name and address of the client department);
- (iv) Contract serial number; 01B68-23-0038
- (v) Financial codes, including GST or HST (as applicable) registration number;
- (vi) Description of the Work/by day/hours per day for each resource;
- (vii) Name of Personnel and number of days worked;
- (viii) Firm all-inclusive Rate on which the total dollar amount of the invoice is based;

(ix) The amount invoiced (exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST) as appropriate) and the amount of GST or HST, as appropriate.

#### 7.9 Certifications and Additional Information

# 7.9.1 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.

# 7.10 Applicable Laws

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

# 7.11 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 general conditions 2035 (2022-12-01), General Conditions Higher Complexity Services:
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex F, Security Requirements Check
- (f) the signed Task Authorizations (including all of its annexes, if any);
- (g) the Contractor's bid dated (to be inserted at the time of contract award)

# 7.12 Foreign Nationals(the applicable clause will be inserted at the time of contract award)

SACC Manual clause <u>A2000C</u> (	)	Foreign Nationals (Foreign Contractor)
SACC Manual clause <u>A2001C</u> (	)	Foreign Nationals (Canadian Contractor)

### 7.13 Insurance Requirements

SACC Manual clause G1005C (2016-01-28), Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

### 7.14 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".

# ANNEX "A" STATEMENT OF WORK

# **ERGONOMIC SERVICES**

# 1. Purpose

Under this procurement, the Department of Agriculture and Agri-Food Canada (AAFC) is seeking the services of a firm experienced in Ergonomics.

# 2. Background

Agriculture and Agri-Food Canada (AAFC) supports the Canadian agriculture and agri-food sector through initiatives that promote innovation and competitiveness.

The department has over 5,000 employees at 55 work locations (subject to change) across Canada. Locations include research centers, farms and regional offices. Persons are employed in a variety of different fields such as Business / Commerce, Communications, Human Resources, Information Technology, Internal Services and Science and Technology.

As COVID-19 measures and safety precautions are coming to an end, the majority of AAFC employees are working a hybrid work schedule with 40% to 60% of hours worked to be completed on-site, in the workplace. Some employees continue to work virtually from home, depending on their job requirements and personal or medical needs.

Pursuant to the Treasury Board Secretariat's Directive on the Duty to Accommodate, AAFC has an obligation to develop an inclusive, barrier-free workplace. The goal is to provide a work environment that allows all candidates for employment and persons employed to work to the best of their abilities, without barriers or discrimination.

The AAFC Integrated Disability Management team supports and brings together employees, managers, union representatives (if applicable) and specialists to identify appropriate solutions to address limitations, restrictions or work-related needs.

AAFC must also meet the legal obligations established by:

- Canadian Human Rights Act
- Employment Equity Act
- Privacy Act
- Canada Labour Code
- Accessible Canada Act

In order to implement the *Treasury Board Policy on the Duty to Accommodate Persons with Disabilities in the Federal Public Service* and AAFC's *Workplace Accommodation Guidelines*, the Department requires the assistance of external experts in workspace ergonomic services.

Ergonomics involves the applied science of equipment design and configuration that seeks to maximize productivity and reduce risks by adapting the work environment to meet the physical needs of the worker.

# 3. Objectives

The Contractor will provide consultation and analysis to AAFC for the provision of:

1. <u>Ergonomic assessments</u>: A workspace assessment is a standard ergonomic assessment of the workstation / cubicle / office / laboratory space and tools, which includes recommendations for workspace set-up / equipment use / replacement / modification / alternate solutions to help employees avoid or address pain and injuries that may arise from repetitive tasks, poor posture and/or working in unsafe positions.

# 2. <u>Additional ergonomic services:</u>

Services that are related to ergonomics but do not fall into the ergonomic assessment categories. These services may include, but not be limited to:

- <u>Ergonomic adjustments</u>: Upon request, in follow-up to an ergonomic assessment, the ergonomic specialist must provide assistance in adjusting recommended ergonomic equipment, job-tools and other accommodation measures.
- <u>Ergonomic related training</u>: Upon request, the Contractor must provide ergonomic related training (e.g., safe lifting techniques) to either an individual employee or group of employees, as specified by the requesting officer.

# 4. Scope of Work

The Contractor will designate and assign a specialist as a primary contact with AAFC. The Contractor will ensure the primary contact is qualified to conduct intake assessments and provide guidance to AAFC on assessments and recommendations, and to consult on more complex requirements within the ergonomics scope.

The Contractor will provide the use of a toll-free number and email account for AAFC use only to facilitate communication and ensure accessibility to its services.

The Contractor will ensure that it has access to ergonomic specialists that understand workstation / cubicle / office / laboratory space / at-home environments.

# **Task Authorizations**

The work will be conducted under one (1) or more issued Task Authorizations (TAs).

Prior to authorizing a TA, AAFC will identify in the form of a written request for services, the specific resource, as selected from those available under the Contract; together with any additional experience, or skillsets required (such as specific experience or skillsets required) and language capability (if applicable to the TA) that the Contractor's Resource(s) must meet.

The scope of the work, including required activities and deliverables and any specific timelines for deliverable completion, will be specified within the issued TA. Services may be required to supplement AAFC teams as well as to support delivery upon defined projects and programs of work.

The Contractor must provide the services of the resource in order to meet AAFC's requirements, as specified in the written TA request for services.

Subject to AAFC's authorization, services under a TA may be provided up to the maximum Contract value and/or Contract period.

The Contractor will provide an individual ergonomic assessment for an employee as requested by their supervisor or manager or the Integrated Disability Management (IDM) Advisor at AAFC.

# Report

The ergonomic specialist will perform the assessment and submit a report to the Project Authority, providing a general overview of the current workplace set up as well as details of the assessment and recommendations in terms of accommodations that must be made to ensure the employee and the manager fully comprehend how to maximize workstation set-up for comfort and efficiency.

This report should include, but not be limited to:

- Description of the employee's job duties including time spent completing specific tasks, frequency, repetitiveness of movements as well as outlining any risk factors;
- Include a general overview pertaining to environmental factors ex: lighting, noise, air quality, hazards etc;
- Measurements related to the proper positioning for optimal support of all recommended equipment, this should also include measurements prior to adjustments and following any immediate adjustments (current set-up vs. recommended set-up);
- Confirmation of current standard on-site equipment meets the ergonomic needs of the employee; if not,
  - What are alternate additions, modifications or adjustments that can be completed on the current standard equipment to allow for said equipment to be ergonomically sound and provide optimal support;
  - 2) If the above is not possible, recommend alternate equipment, as needed, and provide up to three (3) models as possible solutions;
- Provide alternate temporary solutions to ensure the employee can work to the best of their abilities without injury, pending the purchase of recommended solutions;
- Provide education on at-home measures employees can take to ensure optimal set up at their home residence (unless ergonomic assessment for at home location is requested at which point the above points will apply); and
- Include pictures of employee's set up prior to adjustments, and post adjustments if possible.

The report shall not indicate an employee preference or employee desire as a solution, unless it is the correct solution for their needs.

The Contractor will ensure that the specialists consult with at least three (3) suppliers (when possible, with the exception of products or services that are subject to patent / copyright laws) where equipment, technical aids or other products or services are needed to support an employee's ergonomic needs. The information obtained from suppliers will be used to provide options that satisfy the assessed requirements, facilitate the appropriate solution, and ensure best value. These options will be included in the written assessment report.

The Contractor will designate and provide resources, such as ergonomic specialists and / or other workspace specialists as the primary contact with AAFC to implement ergonomic solutions for employees.

The Contractor will ensure that all specialists have the necessary educational requirements, certifications and experience in their area of specialization and are appropriately trained to provide ergonomic assessments, make appropriate recommendations and assist in the implementation of solutions for employees.

The Contractor will ensure that specialists provide written analysis for ergonomic solutions.

The Contractor will provide the use of a toll-free number and email account for AAFC use only to facilitate communication and ensure accessibility to its services.

The Contractor will receive a "Task Authorization" form from AAFC to begin the process for ergonomic assessment and / or other ergonomic services.

The Contractor will ensure that their specialists acknowledge receipt of work assessment from AAFC within 48 hours of receiving a new request.

Following validation, the Contractor will move forward with the completion of the work for each employee as required. The Contractor will contact the employee to discuss needs/ concerns and determine the appropriate assessment methodology.

The Contractor will be required to complete an Assessment Report for each case. Copies of the assessment report are to be sent to the AAFC Duty to Accommodate inbox and forwarded to the manager and the employee with recommendations, if applicable.

Prior to completion of each assessment the Contractor will provide a costed proposal to AAFC including the following information:

- Date
- Employee name
- Manager name
- AAFC Workplace Wellness Programs Advisor name
- AAFC branch / directorate

- Geographic region / location
- Nature of work Estimated hours
- Estimated cost (# hours x hourly rate)
- Completion date

The Contractor will email the proposal to AAFC at: <u>aafc.accommodatedutyto-adaptationmesures.aac@agr.gc.ca</u>

Once received, the Project Authority will authorize the work / services to commence by return email to the email address as provided by the contractor's representative.

If it is determined that an ergonomic assessment is required, the Contractor will ensure arrangements are made to assess the employee at the work-site, as well as virtually at their alternate work location on the rare occasion, as directed by the AAFC Project Authority.

#### 5. Schedule and Deliverables

The services described herein are to be delivered on an "as and when" required basis. Timelines and deliverables will be identified on individual Task Authorization forms.

It is the responsibility of the Contractor to facilitate and maintain regular communication with the AAFC Project Authority. In addition, the Contractor must immediately notify the Project Authority of any issues, problems, or areas of concern in relation to any work completed as they arise.

Deliverables include but are not limited to:

- The Contractor will ensure they acknowledge receipt of the request from AAFC no later than the end of the 2<sup>nd</sup> business day;
- The Contractor will ensure initial contact with the employee no later than end of the 4<sup>th</sup> business day following receipt of the request;
- The Contractor will ensure initial contact with the specialist to initiate discussion of assessment or other service no later than the end of the 2<sup>nd</sup> business day following discussion with employee or manager;
- The Contractor will confirm the date of assessment or other service with the employee no later than the end of the 2<sup>nd</sup> business day following discussion with the specialist; and
- The Contractor will provide a written assessment report no later than the end of the 20<sup>th</sup> business day following the request for assessment or other service.

The Contractor may be tasked with other follow-up activities, supports, programs, reports as required, at the request of and / or at potential additional cost to AAFC.

# **Required Formats**

Preferred delivery format is PDF (Adobe) password protected, but other formats (also password protected) may be accepted at the request of AAFC or upon mutual agreement between AAFC and

the contractor. Documentation should meet accessibility standards, as per the Accessible Canada Act, and be accessible to all.

# **Reporting Deliverables**

The Contractor will provide AAFC with monthly statistical reports and a year-end report on cases referred to them, as well as the resolution of these cases. These reports should be submitted to AAFC, no more than 2 weeks following the last day of the month and 2 weeks following the last day of the fiscal year (March 31, 202X) for the annual report.

The statistical report, whose content is subject to change by mutual agreement, will contain the following information:

- a) The number of requests by geographic location;
- b) The number of cases opened and closed;
- c) Date cases are opened and closed;
- d) The number of enquiries by type (e.g., information, advisory services, accommodation planning);
- e) Cases by branch, type and accommodation measures
- f) Number of follow-ups per case (contacts with managers and employees);
- g) Time involved in management of each case;
- h) Number of cases by type of disability, as determined jointly by the Contractor and the Project Authority;
- i) Number of cases escalated to the Project Authority and reason(s); and
- j) Analysis/summary of the information provided in the report.

# 6. AAFC Support to the Contractor

AAFC will:

- Ensure that the Contractor has access to its facilities, as required and when needed;
- Make available AAFC subject matter experts, as required (e.g., Integrated Disability Management, Workplace Accommodations, Occupational Health and Safety, other);
- Provide any applicable AAFC policies, quidelines, and other reference documents;
- Be available within two (2) working days to meet with the Contractor to resolve any emerging problems or issues; and
- Provide employees' job descriptions, where appropriate, to provide context in terms of the employees' essential duties, standards and functions.

# 7. Resources and Level of Effort

The Contractor and its specialists who provide ergonomic assessments and other ergonomic recommendations and / or services are expected to be fully trained and qualified and must:

 Have experience in ergonomics, including identification of issues and measures to address issues; and  Possess sound knowledge of workspace ergonomic requirements, solutions, tools and techniques, including in a scientific laboratory and at-home setting.

Ergonomists must have an undergraduate degree in kinesiology, physiotherapy, or occupational therapy, and experience performing ergonomic assessments.

The Contractor is responsible for conducting credential verifications.

### 8. Location of Work and Travel

#### 8.1 Hours of Work

AAFC presently operates in a combination of physical and virtual office environments.

AAFC's Office Hours are from 07:00 – 17:00 local time.

The Contractor's resources must be available to provide services, within AAFC's Office Hours across the country based on time zones.

For urgent work requests there may be a requirement, from time to time, to work outside of AAFC's regular Office Hours in order to meet short deliverable deadlines. The Contractor's resources must be available to provide these services upon request by AAFC. However, the Project Authority will make all reasonable efforts to provide the Contractor with sufficient turnaround time for requested work.

### 8.2 Location of Work

The Contractor must be able to provide virtual and / or in-person services where the AAFC employee is located.

Where in-person services are recommended or required the Contractor will ensure that all health and safety requirements, protocols and processes as determined by the department, in accordance with AAFC Occupational Health and Safety Advisors and local health authority guidance, are strictly adhered to.

#### 8.3 Work-related Travel

There is anticipated requirement for travel to AAFC locations.

Canada will not reimburse the Contractor for any expenses associated with travel. The <u>firm all-inclusive rate</u> proposed should take into account all expenses associated with the provision of the services as there will not be any travel expense budget allocated under this contract.

# 8. Language of Work

The Contractor will provide all services and activities in both of Canada's official languages (English or French). All services and activities shall be provided in the official language chosen by the requestor.

# ANNEX "B" BASIS OF PAYMENT

# **Contractual Limitation of Expenditure**

The contract has a limitation of expenditure of \$150,000.00 plus HST.

For evaluation purposes, AAFC is estimating the following amounts. However, this is for evaluation purposes only and will not necessarily reflect actual amounts spent by fiscal year.

Funds will be re-profiled as required.

Period of the Contract	Dates	Limitation of Expenditure
Initial Period	Contract award to March 31, 2025	\$50,000.00
Option 1	April 1, 2025 to March 31, 2026	\$50,000.00
Option 2	April 1, 2026 to March 31, 2027	\$50,000.00
	subtotal l	\$150,000.00
	HST calculated on the TOTAL	\$19.500.00

### **Fee Schedules**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid no more than the firm all-inclusive price per assessment required by AAFC in CAD, as provided within the Contractor's Proposal and as stipulated below. The identified Firm all-inclusive rates apply to all services delivered within the time period identified in the table below. Any changes in Firm all-inclusive rates come into effect only upon the commencement of the subsequent period as indicated in the table below:

	Resource Name(s)	FIRM ALL-INCLUSIVE PRICE PER ASSESSMENT			
Resource Category		Initial Contract Period	Option Period #1	Option Period #2	
Calogoly	(0)	Award to March 31, 2025	April 1, 2025 to March 31, 2026	April 1, 2026 to March 31, 2027	
		(\$CAD)	(\$CAD)	(\$CAD)	
Ergonomist					

#### **Definition of all-inclusive Rates**

All all-inclusive rates are in CAD for professional fees plus applicable taxes. The all-inclusive Rate(s) are 'all inclusive'. Charges for expenses that are normally incurred in the provision of services, such as, labour for providing estimates and conducting contract negotiations, resolving contract disputes, tracking time sheets, monthly invoicing, facsimile, office supplies, computer hardware and software charges, courier, long-distance telephone charges, travel costs from a personal residence to the work site, local travel costs, and the like are included in the firm all-

inclusive rates and will not be permitted as an additional charge under the contract. Prices of deliverables, if any, are included in the all-inclusive Rates(s) and all deliverables are FOB Destination, Canadian Customs Duty included if applicable.

# **ANNEX "C"**

# **EVALUATION PROCEDURES & CRITERIA TECHNICAL PROPOSAL**

It is essential that the elements contained in the Proposal be stated in a clear manner and in sufficient depth to allow for evaluation by the evaluation team.

# 1.0 METHOD OF SELECTION – HIGHEST COMBINED SCORE OF TECHNICAL MERIT AND PRICE

- 1.1 The evaluation process is designed to identify the most qualified contractor to provide services as stipulated in the Statement of Work (Annex A).
- 1.2 This section comprises the detailed Proposal requirements that will be used to evaluate Bidders' responses to the Request for Proposal (RFP).
- 1.3 The selection of the responsive Proposal will be made on the basis of the **HIGHEST OVERALL SCORE** for both the technical and financial proposals. Highest overall score will be determined by adding the technical and financial points obtained.

The Bidders' Technical and Financial proposals will be scored separately. An Overall Proposal Score will be determined by combining a Bidder's Technical Proposal Score and Financial Proposal Score in accordance with the following weights:

Technical Proposal = 70%

Financial Proposal = 30%

Overall Proposal = 100%

# 1.5 To be considered Responsive, a Proposal must:

1- Achieve the minimum passing score of 60% (63/105) identified in the point rated criteria.

Proposals which do not meet the minimum point requirements shall not be given further consideration.

The responsive Proposal which receives the highest score of the combined points for the **Technical Proposal** rated requirements **(70%)** and the **Financial Proposal** rated requirements **(30%)** will be selected as the successful Proposal.

<u>Technical Score x Ratio (70)</u> + <u>Lowest Price x Ratio (30)</u> = Combined Score

Max Points

Bidder's Price

- 1.6 The cost of the Proposal will be evaluated in CANADIAN DOLLARS, Goods and Services Tax (GST)/Harmonized Sales Tax (HST) <u>excluded</u>, FOB destination for goods/services, Customs Duties and Excise Taxes included.
- 1.7 Failure of a Proposal to provide information in sufficient detail and depth to permit evaluation against the identified criteria may render a Proposal non-responsive. All Proponents are advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not be considered to be "demonstrated" for the purpose of the evaluation. All professional experience must be fully demonstrated in the Proposal (i.e., dates, number of years and months of experience).
- 1.8 The Bidders acknowledge and agree that Canada is not responsible to search for, and therefore evaluate, information that is not properly referenced or is not otherwise provided in accordance with the Bid Preparation Instructions in Part 3.
- 1.9 Bidders shall not place any conditions or make any assumptions that attempt to limit or otherwise modify the scope of Work pursuant to the Statement of Work (Annex A).
- 1.10 In the event two or more responsive proposals achieve the identical COMBINED SCORE, the proposal with the <a href="https://doi.org/li>
  <a href="https://doi.

# 2.0 POINT RATED REQUIREMENTS

2.1 The Bidder must address the rated requirements in sufficient detail so that an in-depth evaluation is possible. These criteria will be used by Agriculture and Agri-Food Canada to evaluate each Proposal. The assessment by AAFC will be based solely on the information contained in the Proposal. An item not addressed will be given zero (0) points under the point rated system. AAFC may, but is not obligated to, ask the Bidder for clarifications.

The Bidder is requested to use the tables provided to identify where the information can be found in the proposal (i.e.: Identify the file/ page / project number, etc.).

The rated requirements have been selected to provide evaluators the ability to assess bidder's capacity and ability to conduct the work for which a proposal has been submitted. The marking scheme reflects a balance between complexities of the criteria evaluated weighted towards the criteria deemed critical to the success of the project (Each criteria will be marked according to completeness, clarity, and rationales provided).

2.2 Cutting and pasting wording from the RFP into the proposal does not constitute demonstrating the requirement. Experience **must** be demonstrated by citing specific examples of work performed that relates to the specific evaluation criteria. If the Bidder's response does not fully and clearly demonstrate that the requirement is met by the information cited, then information provided will not be considered.

- 2.3 The technical bid must substantiate the compliance with the specific articles of Annex "C", which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified.
- 2.4 For Point Rated Requirements partial points will be awarded based upon each rated criteria.

#### 3.0 MANDATORY REQUIREMENTS

Failure to comply with the mandatory requirements will render the Proposal noncompliant and the Proposal will receive no further consideration. The proposer must include the necessary documentation to demonstrate the compliance.

Criteria	Mandatory Evaluation Criteria	Page No.	Pass/Fail
	Language Requirements		
M.1	The Bidder <u>must</u> be able to offer all services described in the Statement of Work, in both official languages and in alternative formats (such as large print, braille etc.)		
	Delivery of Services		
M.2	The Bidder <u>must</u> demonstrate that it can offer services at all AAFC locations in Canada, as defined in Annex E List of Locations.		

# 4.0 POINT-RATED EVALUATION CRITERIA

# **Point Rated Technical Criteria**

Only those proposals which first meet the Mandatory Requirements will be considered in the second stage of the evaluation, the Point Rated Technical Evaluation.

To be considered compliant, bidders must obtain a minimum passing mark of 60% overall for the point rated criteria of the Technical Evaluation. Proposals scoring less than 60% overall for the point rated criteria of the Technical Evaluation will not be given further consideration.

The Bidder should address the rated requirements in the order in which they are listed and in sufficient detail so that an in-depth evaluation is possible. These criteria will be used by Agriculture and Agri-Food Canada to evaluate each Proposal. The assessment by AAFC will be based solely on the information in the Proposal. An item not addressed will be given zero (0)

points under the point rated system. AAFC may, but is not obligated to, ask the Bidder for clarifications.

### **Point-Rated Criteria**

# **Demonstration of experience using Project descriptions:**

A **Project** is defined in this context as an undertaking carried out by a proposed resource, or firm, that addresses a client's need and seeks to achieve a particular goal or outcome for that client.

For any Point Rated Criteria that require experience in the form of a "**Project**", the provided summary (i.e. description of this work) requires the following minimum information in order to be considered against the applicable criterion:

- provide the name of the Client organization, external to the Bidder's own organization, to whom the services were provided;
- provide the **start date** and **end date** (mm/yyyy to mm/yyyy) of the engagement on the project to demonstrate that the work was undertaken within the stipulated timeframe (i.e. within the past 5 years);
- provide a description of the services provided that are applicable to the evaluation criterion and relevant to the scope of work; and
- include a Contact person for the client organization, who is external to the Bidder's
  organization and capable of verifying the work performed by the proposed resource during
  the Project, if contacted by AAFC for the purposes of project verification, including:
  - Client Contact person's name, and (optionally) title;
  - o Client Contact person's contact information, either telephone number or e-mail address.

Criteria	RATED REQUIREMENTS	Allocation of Points
R.1	Relevant Work Experience	Max Points 30
	The Bidder <u>should</u> demonstrate experience in consultation and analysis for the provision of ergonomic assessments, ergonomic adjustments and ergonomics training.	Criteria not met and/or information not provided or not relevant. <b>0 points</b>
	The Bidder <u>should</u> provide the required experience through descriptions of up to two (2) previous projects completed in the previous five (5) years to:	Description(s) demonstrate limited experience. Experience provided to organizations of 1,000 or less and/or without national coverage and / or not in both official languages. <b>10 points</b>
	<ul> <li>Private or public sector organizations having a minimum of 1,000 employees;</li> <li>Multiple national work locations; and</li> <li>Clients in both official languages (English and French).</li> </ul>	Description(s) demonstrate some experience to organizations up to of 5,000 and / or at some work locations nationally and/or limited official languages. <b>20 points</b>
	The Bidder should provide the current contact information for the two references provided to validate that the work occurred.  No previous AAFC references will be accepted.	Description(s) demonstrate significant experience to organizations of 5,000 or more, at multiple work locations nationally, in both official languages. <b>30 points</b>
	Total Points - Relevant Work Experience	

Criteria	RATED REQUIREMENTS	Allocation of Points
R.2	Project Lead	Max Points 25
	The Bidder should identify a specialist as primary contact with AAFC, qualified by education and experience, to conduct and provide guidance on ergonomic assessments, make recommendations, and assist in the implementation of solutions.  The Bidder should describe:  How it determines and assigns primary contact specialists;  How it ensures that specialists have the necessary educational requirements, certifications and experience in their area of specialization and are appropriately trained to provide ergonomic assessments, make recommendations, and assist in the implementation of solutions;  How it ensures it has access to specialists who understand workstation, office, laboratory and athome work environments.	Criteria not met and/or information not provided or not relevant. <b>0 points</b> Description provided but does not address any or most of the 3 elements, above. <b>5 points</b> Description provided and addresses some but not all of the 3 elements, above. <b>15 points</b> Description provided and addresses all of the 3 elements, above. <b>25 points</b>
	Total Points – Project Lead	
R.3	Proposed Methodology and Detailed Work Plan	Max Points 10
	The Bidder should demonstrate Case management capabilities in locations where AAFC employees are located, either in person or virtually  The Bidder should describe its capability to provide ergonomic services in person or virtually to the locations where AAFC employees are located, as listed in <i>Annex E List of Locations</i> and described in the Statement of Work.	Description not provided or not relevant. <b>0 points</b> Description is incomplete and/or indicates case management services will be provided to some AAFC locations. <b>2 points</b> Description is incomplete and/or indicates case management services will be provided to most AAFC locations. <b>5 points</b> Description is complete and indicates how case management services will be provided to all AAFC locations. <b>10 points</b>
	Total Points - Proposed Methodology and Detailed Work Plan	

Criteria	RATED REQUIREMENTS	Allocation of Points
R.4	Ergonomic Assessments and Recommendations	Max Points 20
	The Bidder should describe how an employee's ergonomic needs are determined; how its ergonomic assessments and recommendations are developed; what type of information these assessments and recommendations include; and what processes are followed to implement recommendations.	Description not provided or not relevant. <b>0 points</b> Description provided but does not address any or most of the 4 elements, above. <b>5 points</b> Description provided and addresses some but not all of the 4 elements, above. <b>10 points</b> Description provided and addresses all of the 4 elements, above. <b>20 points</b>
	Total Points - Ergonomic Assessments and Recommendations	
R.5	Reporting Deliverables	Max Points 20
	The Bidder should describe:  - how an employee's ergonomic needs are determined;  - how its ergonomic assessments and recommendations are developed;  - what type of information these assessments and recommendations include;  - and what processes are followed to implement recommendations.	Description not provided or not relevant. <b>0 points</b> Description provided but does not address any or most of the 4 elements, above. <b>5 Points</b> Description provided and addresses some but not all of the 4 elements, above. <b>10 Points</b> Description provided and addresses all of the 4 elements, above. <b>20 Points</b>
	Total Points - Reporting Deliverables	
	TOTAL AVAILABLE POINTS - RATED REQUIREMENTS - 105 Minimum Points Required to Pass - 63 (60%)	

# ANNEX "D" TASK AUTHORIZATION TEMPLATE

(see below)

# ANNEX "E" LIST OF LOCATIONS (see attached)

# ANNEX "F" – SECURITY REQUIREMENTS CHECKLIST (see attached)

# **TASK AUTHORIZATION FORM**

# **Workplace Accommodation Service Request Form**

For AAFC Use Only	
File No.:	

ION	
Job Title	
ı	Directorate
City	Province Postal Code
ork Email Address (Home email if not at work)	
□English □French □No □Yes	
	employee and mahager)
How it Affect	ts the Employee's Job asks, access to the workplace)
nt job information:	
<ul><li>Tuesday, hours from</li><li>Wednesday, hours from</li><li>Thursday, hours from</li></ul>	to om to to
	City

Sunday, hours from \_\_\_\_\_ to \_\_\_\_

2. Describe job duties and/or attach job descriptions	CONFIDENTIAL: PROTECTED B When Completed
3. Describe job duties and/or attach job description:	
4. Please describe any accommodation solutions proposed:	
Anticipated Duration of Request or Proposed Solution:	
<ul><li>☐ Temporary:</li><li>☐ Permanent:</li></ul>	
Is there an alternate work plan in place:	
☐ Yes ☐ No	
If yes, describe (or provide as attachment):	
Has the employee requested accommodation for related or sin    Yes    No	milar barriers or difficulties in the past?
If yes, please describe:	
The above information is complete and accurate to the use, and disclosure of the information I have provided workplace accommodation request and for any other re-	on this Form for the purposes of responding to my
Employee's Signature	Date
SECTION 3: CONSENT TO RELEASE INFORMATION (to	be completed by employee)
I, (employee first and last name)	, DO HEREBY CONSENT to
have a Workplace Accommodation Assessment conducted by	(INSERT AT CONTRACT AWARD)
The <b>purpose of the evaluation</b> is to <b>DETERMINE THE BAR</b> work tasks, and to have the evaluator make recommendations	RIERS AND DIFFICULTIES that I experience in performing my s to alleviate these difficulties.
CONSENT, I agree to (INSERT AT CONTRACT AWARD) pro	FORMATION WILL BE RELEASED WITHOUT MY WRITTEN oviding an interpretation of this evaluation to Human Resources or, who is ultimately responsible for implementing the
recommendations.	
I understand that <b>information collected by</b> (INSERT AT COntile, but may be referenced in future workplace accommodation)	
I declare that my consent specified above <b>has been given</b> writing at any time.	voluntarily. I understand that I may withdraw my consent in
Employee's Signature	 Date

# SECTION 4: LABOUR RELATIONS ADVISOR INFORMATION

Work Phone	Labour Relations Advisor Email Address
The Manager has already consulted	with the LR Advisor? Yes  No
SECTION 5: MANAGER'S INFOR	MATION AND APPROVAL (to be completed by manager)
Manager's First and Last Name	Manager's Title
Manager's Work Phone	Manager's Email Address
ext.	
understand that I will receive	d I approve that a workplace assessment be conducted for this employee recommendations for consideration and will be responsible for taccommodation plan to address this request.



Contract Number / Numéro du contrat	
Security Classification / Classification de sécurité	

SECURITY REQUIREMENTS CHECK LIST (SRCL)

PART A - CONTRACT INFORMATION / PARTIE	A - INFORMATION CONTRACTUE		ECURITE (LVERS)	
Originating Government Department or Organiz			or Directorate / Direction géné	rale ou Direction
Ministère ou organisme gouvernemental d'origin			Resources	
3. a) Subcontract Number / Numéro du contrat de	sous-traitance 3. b) Name ar	nd Address of Subco	ntractor / Nom et adresse du s	ous-traitant
4. Brief Description of Work / Brève description du	ı travail			
To provide ergonomic assessmenents and other ergo				
5. a) Will the supplier require access to Controlled Le fournisseur aura-t-il accès à des marchan				No Yes Oui
5. b) Will the supplier require access to unclassifie	ed military technical data subject to th	e provisions of the T	echnical Data Control	No Yes
Regulations?	tachniques militaires non alcosifiées	aul cont conviction	aux dianositiano du Dàglamant	Non L Oui
Le fournisseur aura-t-il accès à des données sur le contrôle des données techniques?	techniques militaires non classifiees	qui soni assujetties i	aux dispositions du Regiement	•
6. Indicate the type of access required / Indiquer le	e type d'accès requis			
6. a) Will the supplier and its employees require a	ccess to PROTECTED and/or CLASS	SIFIED information o	r assets?	No Yes
Le fournisseur ainsi que les employés auront	t-ils accès à des renseignements ou à			Non ✓ Oui
(Specify the level of access using the chart in				
(Préciser le niveau d'accès en utilisant le table 6. b) Will the supplier and its employees (e.g. clea		a access to reatrictes	Lacaca araga? Na accesa ta	□ No □ Voo
PROTECTED and/or CLASSIFIED information		e access to restricted	access areas? No access to	✓ No Yes Oui
Le fournisseur et ses employés (p. ex. nettoy	eurs, personnel d'entretien) auront-il	s accès à des zones	d'accès restreintes? L'accès	
à des renseignements ou à des biens PROTI	ÉGÉS et/ou CLASSIFIÉS n'est pas a	utorisé.		
6. c) Is this a commercial courier or delivery requir S'agit-il d'un contrat de messagerie ou de livr		e de nuit?		No Yes Oui
7. a) Indicate the type of information that the supp	lier will be required to access / Indiqu	er le type d'informati	on auquel le fournisseur devra	avoir accès
Canada  ✓	NATO / OTAN	7	Foreign / Étranger	,
7. b) Release restrictions / Restrictions relatives à				
No release restrictions	All NATO countries		No release restrictions	
Aucune restriction relative	Tous les pays de l'OTAN		Aucune restriction relative	
à la diffusion			à la diffusion	
Not releasable				
À ne pas diffuser				
		7		
Restricted to: / Limité à :	Restricted to: / Limité à :		Restricted to: / Limité à :	
Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Préciser l	e(s) pays :	Specify country(ies): / Précis	ser le(s) pays :
7. c) Level of information / Niveau d'information			"	•
PROTECTED A	NATO UNCLASSIFIED		PROTECTED A	
PROTÉGÉ A	NATO NON CLASSIFIÉ		PROTÉGÉ A	
PROTECTED B	NATO RESTRICTED	_	PROTECTED B	
PROTÉGÉ B V	NATO DIFFUSION RESTREINT		PROTÉGÉ B PROTECTED C	늗
PROTÉGÉ C	NATO CONFIDENTIAL		PROTÉGÉ C	
CONFIDENTIAL	NATO SECRET		CONFIDENTIAL	
CONFIDENTIEL	NATO SECRET		CONFIDENTIEL	
SECRET	COSMIC TOP SECRET		SECRET	
SECRET	COSMIC TRÈS SECRET		SECRET	
TOP SECRET			TOP SECRET	
TRÈS SECRET			TRÈS SECRET	
TOP SECRET (SIGINT)			TOP SECRET (SIGINT)	
TRÈS SECRET (SIGINT)			TRÈS SECRET (SIGINT)	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canadä



Contract Number / Numéro du contrat	
Security Classification / Classification de sécurité	

DART A (continued) ( DARTIE A (conto)	
PART A (continued) / PARTIE A (suite)  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?  If Yes, indicate the level of sensitivity:  Dans l'affirmative, indiquer le niveau de sensibilité:	No Yes Non Oui
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?	V No Yes Oui
Short Title(s) of material / Titre(s) abrégé(s) du matériel :  Document Number / Numéro du document :	
PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)  10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis	
RELIABILITY STATUS CONFIDENTIAL SECRET TOP S	ECRET
TOP SECRET- SIGINT NATO CONFIDENTIAL NATO SECRET COSM	SECRET IC TOP SECRET IC TRÈS SECRET
SITE ACCESS ACCÈS AUX EMPLACEMENTS	IO TREO OLORET
Special comments: Commentaires spéciaux :	
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 de	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?	No Yes Oui
If Yes, will unscreened personnel be escorted?  Dans l'affirmative, le personnel en question sera-t-il escorté?	No Yes Non Oui
PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR) INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS	
11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?	V No Yes Non Oui
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?	Nonour
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?	V No Ves Oui
PRODUCTION	
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?	No Non Oui
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)	
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	No Non Oui
renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?	□ Na □V
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?	Non Yes Oui

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Canadä

- New	Government	Gouvernement
*	of Canada	du Canada

Contract Number / Numéro du contrat	
Security Classification / Classification de sécurité	

PART C - (continued) / PARTIE C -	(suite)
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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		OTÉG			ASSIFIED ASSIFIÉ			NATO						COMSEC		
	А	В	С	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP		OTECT ROTÉG		CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL		SECRET COSMIC TRÈS SECRET	A	В	С	CONFIDENTIEL		TRES SECRET
Information / Assets Renseignements / Biens																
Production																
IT Media / Support TI																
IT Link / Lien électronique																

Production												
IT Media / Support TI												
IT Link / Lien électronique												
12. a) Is the description	on of th	ie wo	ork contained	within this	SRCL PI	ROTECTED	and/or CLASS	SIFIED?			□ No	∏Yes
La description du									SIFIÉE?		Non	Oui
If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  Dans l'affirmative, classifier 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, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).												





Contract Number / Numéro du contrat	
Security Classification / Classification de sécurité	

PART D - AUTHORIZATION / PART 13. Organization Project Authority / C					
, ,	0 1 3	ganisme   Title - Titre		Cianatura	Gasiorow DN: C=CA, O=GC, OU=AGR, CN=" Gasiorowski, Susan DN: C=CA, O=GC, OU=AGR, CN=" Gasiorowski, Susan Gasiorowski, Susan Gasiorowski, Susan Gasiorowski, Susan Gasiorowski, Susan
name (print) - Nom (en lettres moule	Name (print) - Nom (en lettres moulées)			Signature	Reason: I am the author of this
Susan Gasiorowski		A/Manager,	IDM		ski, Susan Deter 2023.05.09 10:10:37-04'00' Foxit PDF Editor Version: 12.1.2
Telephone No N° de téléphone	Facsimile No N° de	télécopieur	E-mail address - Adresse cour	rriel	Date
343-552-0865			susan.gasiorowski@agr.gc.ca		2023-05-09
14. Organization Security Authority /	Responsable de la séc	urité de l'orgar	nisme		
Name (print) - Nom (en lettres moulé	es)	Title - Titre		Signature	
Lise Levesque-Masson		SRCL Coor	dinator	Lise Leve	Digitally signed by Lise Levesque- esque-Masson Masson Date: 2023.12.15 13:43:27 -05'00'
Telephone No N° de téléphone	Facsimile No N° de	télécopieur	E-mail address - Adresse cour	rriel	Date
			Lise.Levesque-Masson@AGF	R.GC.CA	
15. Are there additional instructions ( Des instructions supplémentaires	, ,	,	,	t-elles jointes	S? No Non Yes Oui
16. Procurement Officer / Agent d'ap	provisionnement				
Name (print) - Nom (en lettres moulé	es)	Title - Titre		Signature	
Telephone No N° de téléphone	Facsimile No N° de	télécopieur	E-mail address - Adresse cou	 urriel	Date
17. Contracting Security Authority / A	utorité contractante en	matière de sé	curité		
Name (print) - Nom (en lettres moulé	es)	Title - Titre		Signature	
Telephone No N° de téléphone	Facsimile No N° de	télécopieur	E-mail address - Adresse cou	l urriel	Date

Security Classification / Classification de sécurité

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**Canadä** 

#### Instructions for completion of a Security Requirements Check List (SRCL)

The instruction sheet should remain attached until Block #17 has been completed.

#### **GENERAL - PROCESSING THIS FORM**

The project authority shall arrange to complete this form.

The organization security officer shall review and approve the security requirements identified in the form, in cooperation with the project authority.

The contracting security authority is the organization responsible for ensuring that the suppliers are compliant with the security requirements identified in the SRCL.

All requisitions and subsequent tender / contractual documents including subcontracts that contain PROTECTED and/or CLASSIFIED requirements must be accompanied by a completed SRCL.

It is important to identify the level of PROTECTED information or assets as Level "A," "B" or "C," when applicable; however, certain types of information may only be identified as "PROTECTED". No information pertaining to a PROTECTED and/or CLASSIFIED government contract may be released by suppliers, without prior written approval of the individual identified in Block 17 of this form.

The classification assigned to a particular stage in the contractual process does not mean that everything applicable to that stage is to be given the same classification. Every item shall be PROTECTED and/or CLASSIFIED according to its own content. If a supplier is in doubt as to the actual level to be assigned, they should consult with the individual identified in Block 17 of this form.

### PART A - CONTRACT INFORMATION

#### **Contract Number (top of the form)**

This number must be the same as that found on the requisition and should be the one used when issuing an RFP or contract. This is a unique number (i.e. no two requirements will have the same number). A new SRCL must be used for each new requirement or requisition (e.g. new contract number, new SRCL, new signatures).

#### 1. Originating Government Department or Organization

Enter the department or client organization name or the prime contractor name for which the work is being performed.

#### 2. Directorate / Branch

This block is used to further identify the area within the department or organization for which the work will be conducted.

#### 3. a) Subcontract Number

If applicable, this number corresponds to the number generated by the Prime Contractor to manage the work with its subcontractor.

# b) Name and Address of Subcontractor

Indicate the full name and address of the Subcontractor if applicable.

#### 4. Brief Description of Work

Provide a brief explanation of the nature of the requirement or work to be performed.

# 5. a) Will the supplier require access to Controlled Goods?

The Defence Production Act (DPA) defines "Controlled Goods" as certain goods listed in the Export Control List, a regulation made pursuant to the Export and Import Permits Act (EIPA). Suppliers who examine, possess, or transfer Controlled Goods within Canada must register in the Controlled Goods Directorate or be exempt from registration. More information may be found at www.cgd.gc.ca.

# b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations?

The prime contractor and any subcontractors must be certified under the U.S./Canada Joint Certification Program if the work involves access to unclassified military data subject to the provisions of the Technical Data Control Regulations. More information may be found at www.dlis.dla.mil/jcp.

#### 6. Indicate the type of access required

Identify the nature of the work to be performed for this requirement. The user is to select one of the following types:

#### a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets?

The supplier would select this option if they require access to PROTECTED and/or CLASSIFIED information or assets to perform the duties of the requirement.

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.

The supplier would select this option if they require regular access to government premises or a secure work site only. The supplier will not have access to PROTECTED and/or CLASSIFIED information or assets under this option.

#### c) Is this a commercial courier or delivery requirement with no overnight storage?

The supplier would select this option if there is a commercial courier or delivery requirement. The supplier will not be allowed to keep a package overnight. The package must be returned if it cannot be delivered.

#### 7. Type of information / Release restrictions / Level of information

Identify the type(s) of information that the supplier may require access to, list any possible release restrictions, and if applicable, provide the level(s) of the information. The user can make multiple selections based on the nature of the work to be performed.

Departments must process SRCLs through PWGSC where:

- contracts that afford access to PROTECTED and/or CLASSIFIED foreign government information and assets;
- contracts that afford foreign contractors access to PROTECTED and/or CLASSIFIED Canadian government information and assets: or
- contracts that afford foreign or Canadian contractors access to PROTECTED and/or CLASSIFIED information and assets
  as defined in the documents entitled Identifying INFOSEC and INFOSEC Release.

#### a) Indicate the type of information that the supplier will be required to access

#### Canadian government information and/or assets

If Canadian information and/or assets are identified, the supplier will have access to PROTECTED and/or CLASSIFIED information and/or assets that are owned by the Canadian government.

#### NATO information and/or assets

If NATO information and/or assets are identified, this indicates that as part of this requirement, the supplier will have access to PROTECTED and/or CLASSIFIED information and/or assets that are owned by NATO governments. NATO information and/or assets are developed and/or owned by NATO countries and are not to be divulged to any country that is not a NATO member nation. Persons dealing with NATO information and/or assets must hold a NATO security clearance and have the required need-to-know.

Requirements involving CLASSIFIED NATO information must be awarded by PWGSC. PWGSC / CIISD is the Designated Security Authority for industrial security matters in Canada.

#### Foreign government information and/or assets

If foreign information and/or assets are identified, this requirement will allow access to information and/or assets owned by a country other than Canada.

## b) Release restrictions

If **Not Releasable** is selected, this indicates that the information and/or assets are for **Canadian Eyes Only (CEO)**. Only Canadian suppliers based in Canada can bid on this type of requirement. NOTE: If Canadian information and/or assets coexists with CEO information and/or assets, the CEO information and/or assets must be stamped **Canadian Eyes Only (CEO)**.

If No Release Restrictions is selected, this indicates that access to the information and/or assets are not subject to any restrictions.

If ALL NATO countries is selected, bidders for this requirement must be from NATO member countries only.

NOTE: There may be multiple release restrictions associated with a requirement depending on the nature of the work to be performed. In these instances, a security guide should be added to the SRCL clarifying these restrictions. The security guide is normally generated by the organization's project authority and/or security authority.

# c) Level of information

Using the following chart, indicate the appropriate level of access to information/assets the supplier must have to perform the duties of the requirement.

PROTECTED	CLASSIFIED	NATO
PROTECTED A	CONFIDENTIAL	NATO UNCLASSIFIED
PROTECTED B	SECRET	NATO RESTRICTED
PROTECTED C	TOP SECRET	NATO CONFIDENTIAL
	TOP SECRET (SIGINT)	NATO SECRET
		COSMIC TOP SECRET

#### 8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?

If Yes, the supplier personnel requiring access to COMSEC information or assets must receive a COMSEC briefing. The briefing will be given to the "holder" of the COMSEC information or assets. In the case of a "personnel assigned" type of contract, the customer department will give the briefing. When the supplier is required to receive and store COMSEC information or assets on the supplier's premises, the supplier's COMSEC Custodian will give the COMSEC briefings to the employees requiring access to COMSEC information or assets. If Yes, the Level of sensitivity must be indicated.

#### 9. Will the supplier require access to extremely sensitive INFOSEC information or assets?

If Yes, the supplier must provide the Short Title of the material and the Document Number. Access to extremely sensitive INFOSEC information or assets will require that the supplier undergo a Foreign Ownership Control or Influence (FOCI) evaluation by CIISD.

#### PART B - PERSONNEL (SUPPLIER)

#### 10. a) Personnel security screening level required

Identify the screening level required for access to the information/assets or client facility. More than one level may be identified depending on the nature of the work. Please note that Site Access screenings are granted for access to specific sites under prior arrangement with the Treasury Board of Canada Secretariat. A Site Access screening only applies to individuals, and it is not linked to any other screening level that may be granted to individuals or organizations.

RELIABILITY STATUS	CONFIDENTIAL	SECRET
TOP SECRET	TOP SECRET (SIGINT)	NATO CONFIDENTIAL
NATO SECRET	COSMIC TOP SECRET	SITE ACCESS

If multiple levels of screening are identified, a Security Classification Guide must be provided.

## b) May unscreened personnel be used for portions of the work?

Indicating Yes means that portions of the work are not PROTECTED and/or CLASSIFIED and may be performed outside a secure environment by unscreened personnel. The following question must be answered if unscreened personnel will be used:

#### Will unscreened personnel be escorted?

If No, unscreened personnel may not be allowed access to sensitive work sites and must not have access to PROTECTED and/or CLASSIFIED information and/or assets.

If Yes, unscreened personnel must be escorted by an individual who is cleared to the required level of security in order to ensure there will be no access to PROTECTED and/or CLASSIFIED information and/or assets at the work site.

#### PART C - SAFEGUARDS (SUPPLIER)

# 11. INFORMATION / ASSETS

# a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information and/or assets on its site or premises?

If Yes, specify the security level of the documents and/or equipment that the supplier will be required to safeguard at their own site or premises using the summary chart.

#### b) Will the supplier be required to safeguard COMSEC information or assets?

If Yes, specify the security level of COMSEC information or assets that the supplier will be required to safeguard at their own site or premises using the summary chart.

# **PRODUCTION**

c) Will the production (manufacture, repair and/or modification) of PROTECTED and/or CLASSIFIED material and/or equipment occur at the supplier's site or premises?

Using the summary chart, specify the security level of material and/or equipment that the supplier manufactured, repaired and/or modified and will be required to safeguard at their own site or premises.

#### **INFORMATION TECHNOLOGY (IT)**

# d) Will the supplier be required to use its IT systems to electronically process and/or produce or store PROTECTED and/or CLASSIFIED information and/or data?

If Yes, specify the security level in the summary chart. This block details the information and/or data that will be electronically processed or produced and stored on a computer system. The client department and/or organization will be required to specify the IT security requirements for this procurement in a separate technical document. The supplier must also direct their attention to the following document: Treasury Board of Canada Secretariat - Operational Security Standard: Management of Information Technology Security (MITS).

#### e) Will there be an electronic link between the supplier's IT systems and the government department or agency?

If Yes, the supplier must have their IT system(s) approved. The Client Department must also provide the Connectivity Criteria detailing the conditions and the level of access for the electronic link (usually not higher than PROTECTED B level).

#### **SUMMARY CHART**

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.

For users completing the form **online** (via the Internet), the Summary Chart is automatically populated by your responses to previous questions.

PROTECTED	CLASSIFIED	NATO	COMSEC
PROTECTED A	CONFIDENTIAL	NATO RESTRICTED	PROTECTED A
PROTECTED B	SECRET	NATO CONFIDENTIAL	PROTECTED B
PROTECTED C	TOP SECRET	NATO SECRET	PROTECTED C
	TOP SECRET (SIGINT)	COSMIC TOP SECRET	CONFIDENTIAL
			SECRET
			TOP SECRET

#### 12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".

#### b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

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).

#### PART D - AUTHORIZATION

### 13. Organization Project Authority

This block is to be completed and signed by the appropriate project authority within the client department or organization (e.g. the person responsible for this project or the person who has knowledge of the requirement at the client department or organization). This person may on occasion be contacted to clarify information on the form.

#### 14. Organization Security Authority

This block is to be signed by the Departmental Security Officer (DSO) (or delegate) of the department identified in Block 1, or the security official of the prime contractor.

#### 15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?

A Security Guide or Security Classification Guide is used in conjunction with the SRCL to identify additional security requirements which do not appear in the SRCL, and/or to offer clarification to specific areas of the SRCL.

# 16. Procurement Officer

This block is to be signed by the procurement officer acting as the contract or subcontract manager.

# 17. Contracting Security Authority

This block is to be signed by the Contract Security Official. Where PWGSC is the Contract Security Authority, Canadian and International Industrial Security Directorate (CIISD) will complete this block.

#### Instructions pour établir la Liste de vérification des exigences relatives à la sécurité (LVERS)

La feuille d'instructions devrait rester jointe au formulaire jusqu'à ce que la case 17 ait été remplie.

#### GÉNÉRALITÉS - TRAITEMENT DU PRÉSENT FORMULAIRE

Le responsable du projet doit faire remplir ce formulaire.

L'agent de sécurité de l'organisation doit revoir et approuver les exigences de sécurité qui figurent dans le formulaire, en collaboration avec le responsable du projet.

Le responsable de la sécurité des marchés est le responsable chargé de voir à ce que les fournisseurs se conforment aux exigences de sécurité mentionnées dans la LVERS.

Toutes les demandes d'achat ainsi que tous les appels d'offres et les documents contractuels subséquents, y compris les contrats de sous-traitance, qui comprennent des exigences relatives à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS doivent être accompagnés d'une LVERS dûment remplie.

Il importe d'indiquer si les renseignements ou les biens PROTÉGÉS sont de niveau A, B ou C, le cas échéant; cependant, certains types de renseignements peuvent être indiqués par la mention « PROTÉGÉ » seulement. Aucun renseignement relatif à un contrat gouvernemental PROTÉGÉ ou CLASSIFIÉ ne peut être divulgué par les fournisseurs sans l'approbation écrite préalable de la personne dont le nom figure à la case 17 de ce formulaire.

La classification assignée à un stade particulier du processus contractuel ne signifie pas que tout ce qui se rapporte à ce stade doit recevoir la même classification. Chaque article doit être PROTÉGÉ et/ou CLASSIFIÉ selon sa propre nature. Si un fournisseur ne sait pas quel niveau de classification assigner, il doit consulter la personne dont le nom figure à la case 17 de ce formulaire.

#### **PARTIE A - INFORMATION CONTRACTUELLE**

#### Numéro du contrat (au haut du formulaire)

Ce numéro doit être le même que celui utilisé sur la demande d'achat et services et devrait être celui utilisé dans la DDP ou dans le contrat. Il s'agit d'un numéro unique (c.-à-d. que le même numéro ne sera pas attribué à deux besoins distincts). Une nouvelle LVERS doit être utilisée pour chaque nouveau besoin ou demande (p. ex. un nouveau numéro de contrat, une nouvelle LVERS, de nouvelles signatures).

#### 1. Ministère ou organisme gouvernemental d'origine

Inscrire le nom du ministère ou de l'organisme client ou le nom de l'entrepreneur principal pour qui les travaux sont effectués.

### 2. Direction générale ou Direction

Cette case peut servir à fournir plus de détails quant à la section du ministère ou de l'organisme pour qui les travaux sont effectués.

#### 3. a) Numéro du contrat de sous-traitance

S'il y a lieu, ce numéro correspond au numéro généré par l'entrepreneur principal pour gérer le travail avec son sous-traitant.

#### b) Nom et adresse du sous-traitant

Indiquer le nom et l'adresse au complet du sous-traitant, s'il y a lieu.

#### 4. Brève description du travail

Donner un bref aperçu du besoin ou du travail à exécuter.

# 5. a) Le fournisseur aura-t-il accès à des marchandises contrôlées?

La Loi sur la production de défense (LPD) définit « marchandises contrôlées » comme désignant certains biens énumérés dans la Liste des marchandises d'exportation contrôlée, un règlement établi en vertu de la Loi sur les licences d'exportation et d'importation (LLEI). Les fournisseurs qui examinent, possèdent ou transfèrent des marchandises contrôlées à l'intérieur du Canada doivent s'inscrire à la Direction des marchandises contrôlées ou être exemptés de l'inscription. On trouvera plus d'information à l'adresse www.cgp.gc.ca.

# b) 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?

L'entrepreneur et tout sous-traitant doivent être accrédités en vertu du Programme mixte d'agrément Etats-Unis / Canada si le travail comporte l'accès à des données militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques. On trouvera plus d'information à l'adresse www.dlis.dla.mil/jcp/.

#### 6. Indiquer le type d'accès requis

Indiquer la nature du travail à exécuter pour répondre à ce besoin. L'utilisateur doit choisir un des types suivants :

#### a) Le fournisseur et ses employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS?

Le fournisseur choisit cette option s'il doit avoir accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS pour accomplir le travail requis.

# b) 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.

Le fournisseur choisit cette option seulement s'il doit avoir accès régulièrement aux locaux du gouvernement ou à un lieu de travail protégé. Le fournisseur n'aura pas accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS en vertu de cette option.

#### c) S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?

Le fournisseur choisit cette option s'il y a nécessité de recourir à un service de messagerie ou de livraison commerciale. Le fournisseur ne sera pas autorisé à garder un colis pendant la nuit. Le colis doit être retourné s'il ne peut pas être livré.

#### 7. Type d'information / Restrictions relatives à la diffusion / Niveau d'information

Indiquer le ou les types d'information auxquels le fournisseur peut devoir avoir accès, énumérer toutes les restrictions possibles relatives à la diffusion, et, s'il y a lieu, indiquer le ou les niveaux d'information. L'utilisateur peut faire plusieurs choix selon la nature du travail à exécuter

Les ministères doivent soumettre la LVERS à TPSGC lorsque:

- les marchés prévoient l'accès aux renseignements et aux biens de nature PROTÉGÉS et/ou CLASSIFIÉS étrangers ;
- les marchés prévoient aux entrepreneurs étrangers l'accès aux renseignements et aux biens de nature PROTÉGÉS et/ou CLASSIFIÉS canadiens; ou
- les marchés prévoient aux entrepreneurs étrangers ou canadiens l'accès aux renseignements et aux biens de nature PROTÉGÉS et/ou CLASSIFIÉS tels que définis dans les documents intitulés Moyens INFOSEC détermination et Divulgation de INFOSEC.

#### a) Indiquer le type d'information auquel le fournisseur devra avoir accès

### Renseignements et/ou biens du gouvernement canadien

Si des renseignements et/ou des biens canadiens sont indiqués, le fournisseur aura accès à des renseignements et/ou à des biens PROTÉGÉS et/ou CLASSIFIÉS appartenant au gouvernement canadien.

#### Renseignements et/ou biens de l'OTAN

Si des renseignements et/ou des biens de l'OTAN sont indiqués, cela signifie que, dans le cadre de ce besoin, le fournisseur aura accès à des renseignements et/ou à des biens PROTÉGÉS et/ou CLASSIFIÉS appartenant à des gouvernements membres de l'OTAN. Les renseignements et/ou les biens de l'OTAN sont élaborés par des pays de l'OTAN ou leur appartiennent et ne doivent être divulgués à aucun pays qui n'est pas un pays membre de l'OTAN. Les personnes qui manient des renseignements et/ou des biens de l'OTAN doivent détenir une autorisation de sécurité de l'OTAN et avoir besoin de savoir.

Les contrats comportant des renseignements CLASSIFIÉS de l'OTAN doivent être attribués par TPSGC. La DSICI de TPSGC est le responsable de la sécurité désigné relativement aux questions de sécurité industrielle au Canada.

#### Renseignements et/ou biens de gouvernements étrangers

Si des renseignements et/ou des biens de gouvernements étrangers sont indiqués, ce besoin permettra l'accès à des renseignements et/ou à des biens appartenant à un pays autre que le Canada.

### b) Restrictions relatives à la diffusion

Si À ne pas diffuser est choisi, cela indique que les renseignements et/ou les biens sont réservés aux Canadiens. Seuls des fournisseurs canadiens installés au Canada peuvent soumissionner ce genre de besoin. NOTA: Si des renseignements et/ou des biens du gouvernement canadien coexistent avec des renseignements et/ou des biens réservés aux Canadiens, ceux-ci doivent porter la mention Réservé aux Canadiens.

Si Aucune restriction relative à la diffusion est choisi, cela indique que l'accès aux renseignements et/ou aux biens n'est assujetti à aucune restriction.

Si Tous les pays de l'OTAN est choisi, les soumissionnaires doivent appartenir à un pays membre de l'OTAN.

NOTA: Il peut y avoir plus d'une restriction s'appliquant à une demande, selon la nature des travaux à exécuter. Pour ce genre de contrat, un guide de sécurité doit être joint à la LVERS afin de clarifier les restrictions. Ce guide est généralement préparé par le chargé de projet et/ou le responsable de la sécurité de l'organisme.

#### c) Niveau d'information

À l'aide du tableau ci-dessous, indiquer le niveau approprié d'accès aux renseignements et/ou aux biens que le fournisseur doit avoir pour accomplir les travaux requis.

PROTÉGÉ	CLASSIFIÉ	NATO	
PROTEGE	CLASSIFIE	NATO	
PROTÉGÉ A	CONFIDENTIEL	NATO NON CLASSIFIÉ	
PROTÉGÉ B	SECRET	NATO DIFFUSION RESTREINTE	
PROTÉGÉ C	TRÈS SECRET	NATO CONFIDENTIEL	
	TRÈS SECRET (SIGINT)	NATO SECRET	
		COSMIC TRÈS SECRET	

- 8. Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?
  Si la réponse est Oui, les membres du personnel du fournisseur qui doivent avoir accès à des renseignements ou à des biens
  COMSEC doivent participer à une séance d'information COMSEC. Cette séance sera donnée au « détenteur autorisé » des
  renseignements ou des biens COMSEC. Dans le cas des contrats du type « personnel affecté », cette séance sera donnée par le
  ministère client. Lorsque le fournisseur doit recevoir et conserver, dans ses locaux, des renseignements ou des biens COMSEC, le
  responsable de la garde des renseignements ou des biens COMSEC de l'entreprise donnera la séance d'information COMSEC aux
  membres du personnel qui doivent avoir accès à des renseignements ou à des biens COMSEC.
- 9. Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?
  Si la réponse est Oui, le fournisseur doit indiquer le titre abrégé du document, le numéro du document et le niveau de sensibilité.
  L'accès à des renseignements ou à des biens extrêmement délicats INFOSEC exigera que le fournisseur fasse l'objet d'une vérification Participation, contrôle et influence étrangers (PCIE) effectuée par la DSICI.

### PARTIE B - PERSONNEL (FOURNISSEUR)

#### 10. a) Niveau de contrôle de la sécurité du personnel requis

Indiquer le niveau d'autorisation de sécurité que le personnel doit détenir pour avoir accès aux renseignements, aux biens ou au site du client. Selon la nature du travail, il peut y avoir plus d'un niveau de sécurité. Veuillez noter que des cotes de sécurité sont accordées pour l'accès à des sites particuliers, selon des dispositions antérieures prises auprès du Secrétariat du Conseil du Trésor du Canada. La cote de sécurité donnant accès à un site s'applique uniquement aux personnes et n'est liée à aucune autre autorisation de sécurité accordée à des personnes ou à des organismes.

COTE DE FIABILITÉ	CONFIDENTIEL	SECRET	
TRÈS SECRET	TRÈS SECRET (SIGINT)	NATO CONFIDENTIEL	
NATO SECRET	COSMIC TRÈS SECRET	ACCÈS AUX EMPLACEMENTS	

Si plusieurs niveaux d'autorisation de sécurité sont indiqués, un guide de classification de sécurité doit être fourni.

#### b) Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?

Si la réponse est Oui, cela veut dire que certaines tâches ne sont pas PROTÉGÉES et/ou CLASSIFIÉES et peuvent être exécutées à l'extérieur d'un environnement sécurisé par du personnel n'ayant pas d'autorisation de sécurité. Il faut répondre à la question suivante si l'on a recours à du personnel n'ayant pas d'autorisation de sécurité :

#### Le personnel n'ayant pas d'autorisation de sécurité sera-t-il escorté?

Si la réponse est Non, le personnel n'ayant pas d'autorisation de sécurité ne pourra pas avoir accès à des lieux de travail dont l'accès est réglementé ni à des renseignements et/ou à des biens PROTÉGÉS et/ou CLASSIFIÉS.

Si la réponse est Oui, le personnel n'ayant pas d'autorisation de sécurité devra être escorté par une personne détenant la cote de sécurité requise, pour faire en sorte que le personnel en question n'ait pas accès à des renseignements et/ou à des biens PROTÉGÉS et/ou CLASSIFIÉS sur les lieux de travail.

#### PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

#### 11. RENSEIGNEMENTS / BIENS:

# a) Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?

Si la réponse est Oui, préciser, à l'aide du tableau récapitulatif, le niveau de sécurité des documents ou de l'équipement que le fournisseur devra protéger dans ses installations.

#### b) Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?

Si la réponse est Oui, préciser, à l'aide du tableau récapitulatif, le niveau de sécurité des renseignements ou des biens COMSEC que le fournisseur devra protéger dans ses installations.

#### **PRODUCTION**

# c) Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

Préciser, à l'aide du tableau récapitulatif, le niveau de sécurité du matériel que le fournisseur fabriquera, réparera et/ou modifiera et devra protéger dans ses installations.

# **TECHNOLOGIE DE L'INFORMATION (TI)**

# d) 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?

Si la réponse est Oui, préciser le niveau de sécurité à l'aide du tableau récapitulatif. Cette case porte sur les renseignements qui seront traités ou produits électroniquement et stockés dans un système informatique. Le ministère/organisme client devra préciser les exigences en matière de sécurité de la TI relativement à cet achat dans un document technique distinct. Le fournisseur devra également consulter le document suivant : Secrétariat du Conseil du Trésor du Canada – Norme opérationnelle de sécurité : Gestion de la sécurité des technologies de l'information (GSTI).

# e) Y aura-t-il un lien électronique entre les systèmes informatiques du fournisseur et celui du ministère ou de l'agence gouvernementale?

Si la réponse est Oui, le fournisseur doit faire approuver ses systèmes informatiques. Le ministère client doit aussi fournir les critères de connectivité qui décrivent en détail les conditions et le niveau de sécurité relativement au lien électronique (habituellement pas plus haut que le niveau PROTÉGÉ B).

# TABLEAU RÉCAPITULATIF

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.

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.

PROTÉGÉ	CLASSIFIÉ	NATO	COMSEC
PROTÉGÉ A	CONFIDENTIEL	NATO DIFFUSION RESTREINTE	PROTÉGÉ A
PROTÉGÉ B	SECRET	NATO CONFIDENTIEL	PROTÉGÉ B
PROTÉGÉ C	TRÈS SECRET	NATO SECRET	PROTÉGÉ C
	TRÈS SECRET (SIGINT)	COSMIC TRÈS SECRET	CONFIDENTIEL
			SECRET
			TRÈS SECRET

## 12. a) La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

Si la réponse est Oui, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de

sécurité » au haut et au bas du formulaire.

# b) La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

Si la réponse est Oui, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

### **PARTIE D - AUTORISATION**

#### 13. Chargé de projet de l'organisme

Cette case doit être remplie et signée par le chargé de projet pertinent (c.-à-d. la personne qui est responsable de ce projet ou qui connaît le besoin au ministère ou à l'organisme client. On peut, à l'occasion, communiquer avec cette personne pour clarifier des renseignements figurant sur le formulaire.

#### 14. Responsable de la sécurité de l'organisme

Cette case doit être signée par l'agent de la sécurité du ministère (ASM) du ministère indiqué à la case 1 ou par son remplaçant ou par le responsable de la sécurité du fournisseur.

#### 15. Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

Un Guide de sécurité ou un Guide de classification de sécurité sont utilisés de concert avec la LVERS pour faire part d'exigences supplémentaires en matière de sécurité qui n'apparaissent pas dans la LVERS et/ou pour éclaircir certaines parties de la LVERS.

### 16. Agent d'approvisionnement

Cette case doit être signée par l'agent des achats qui fait fonction de gestionnaire du contrat ou du contrat de sous-traitance.

#### 17. Autorité contractante en matière de sécurité

Cette case doit être signée par l'agent de la sécurité du marché. Lorsque TPSGC est le responsable de la sécurité du marché, la Direction de la sécurité industrielle canadienne et internationale (DSICI) doit remplir cette case.