



Closing Date	August 13, 2024
Time	2:00 pm EDT
REFERENCE NO.:	5Z011-25-0021

<p>RETURN BIDS TO: Library and Archives Canada Contracting and Material Management Division 550, de la Cité Blvd. Gatineau, Quebec K1A 0N4 Canada Email : receptiondesoumission-bidreceiving@bac-lac.gc.ca</p> <p>RETOURNER LES SOUMISSIONS À : Bibliothèque et Archives Canada Division des contrats, gestion du matériel 550, de la Cité Blvd. Gatineau, Quebec K1A 0N4 Canada Email: receptiondesoumission-bidreceiving@bac-lac.gc.ca</p> <p>REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION</p> <p>Proposal To: Library and Archives 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, services, and construction listed herein and on any attached sheets at the price(s) set out thereof.</p> <p>On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; This bid is valid for the period requested in the bid solicitation; All the information provided in the bid is complete, true and accurate; and If the bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation. <p>Proposition au : Bibliothèque et Archives 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 sur toute feuille ci-annexées, au(x) prix indiqué(s).</p> <p>En apposant ma signature ci-après, j'atteste, au nom du soumissionnaire, que j'ai lu la demande de propositions (DP) en entier, y compris les documents incorporés par renvoi dans la DP et que :</p> <ol style="list-style-type: none"> le soumissionnaire considère qu'il a les compétences et que ses produits sont en mesure de satisfaire les exigences obligatoires décrites dans la demande de soumissions; cette soumission est valide pour la période exigée dans la demande de soumissions ; tous les renseignements figurant dans la soumission sont complètes, véridiques et exacts; et si un contrat est attribué au soumissionnaire, ce dernier se conformera à toutes les modalités énoncées dans les clauses concernant le contrat subséquent et comprises dans la demande de soumissions. 	<p>Title – Sujet Moving services</p>						
	<table border="1"> <tr> <td>Solicitation No. – N° de l'invitation 5Z011-25-0021</td> <td>Date July 4th, 2024</td> </tr> </table>	Solicitation No. – N° de l'invitation 5Z011-25-0021	Date July 4th, 2024				
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	<p>Client Reference No. – N° référence du client 5Z011-25-0021</p>						
	<p>GETS Reference No. – N° de référence de SEAG Not Applicable</p>						
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	<p>F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/></p>						
<p>Address inquiries to – Adresser toute demande de renseignements à : Anne-Marie Aubry</p>							
<table border="1"> <tr> <td>Area code and Telephone No.Code regional et N° de téléphone</td> <td>e-mail / courriel</td> </tr> <tr> <td>873-353-7351</td> <td>receptiondesoumission-bidreceiving@bac-lac.gc.ca</td> </tr> </table>	Area code and Telephone No.Code regional et N° de téléphone	e-mail / courriel	873-353-7351	receptiondesoumission-bidreceiving@bac-lac.gc.ca			
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<p>Instructions: See Herein Instructions: Voir aux présentes</p>							
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See Herein – Voir aux présentes							
<p>Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation) Compétence du contrat : Province du Canada choisie par le soumissionnaire et qui aura les compétences sur tout contrat subséquent (si différente de celle précisée dans la demande)</p>							
<p>Vendor/firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur</p>							
<p>Telephone No. - N° de téléphone</p> <p>e-mail - courriel</p> <p>Name and title of person authorized to sign on behalf of Vendor/firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</p>							
<table border="1"> <tr> <td>Signature</td> <td>Date</td> </tr> </table>	Signature	Date					
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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

1.1.1 Before award of a contract, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;

1.1.2 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 6 - Resulting Contract Clauses;
- (b) the Bidder's security capabilities must be met as indicated in Part 6 - Resulting Contract Clauses.

1.1.3 For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

1.2 Statement of Work

The Work to be performed is detailed under Annex "A" of the resulting contract clauses.

1.3 Summary

Library and Archives Canada (LAC) is seeking to establish up to one (1) contract for moving services as defined in Annex "A", Statement of Work, and to be provided under the Contract, on an "as and when requested" basis. The contract will be for a period of one (1) year, plus three (3) irrevocable option(s), allowing Canada to extend the term of the contract by one year.

1.4 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.



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PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The 2003 (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, designated in Appendix 1 to Part 2 are incorporated and form part of the bid solicitation.

2.2 Submission of Bids

Bids must be submitted by email to: receptiondesoumission-bidreceiving@bac-lac.gc.ca by the date and time indicated on page 1 of the bid solicitation.

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

2.3 Former Public Servant

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

Definitions

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

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



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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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



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2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) 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 Quebec.

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

2.6 Bid Challenge and Recourse Mechanisms

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



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APPENDIX 1 TO PART 2 – SAAC manual clause 2003 (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements

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- [02 Procurement Business Number](#)
- [03 Standard instructions, clauses and conditions](#)
- [04 Definition of Bidder](#)
- [05 Submission of bids](#)
- [06 Late bids](#)
- [07 Delayed bids](#)
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- [09 Customs clearance](#)
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- [12 Rejection of bid](#)
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- [14 Price justification](#)
- [15 Bid costs](#)
- [16 Conduct of evaluation](#)
- [17 Joint venture](#)
- [18 Conflict of interest—unfair advantage](#)
- [19 Entire requirement](#)
- [20 Further information](#)
- [21 Code of Conduct for Procurement—bid](#)

01 (2016-04-04) Integrity provisions—bid

1. The *Ineligibility and Suspension Policy* (the “Policy”) in effect on the date the bid solicitation is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the bid solicitation. The Bidder must comply with the Policy and Directives, which can be found at *Ineligibility and Suspension Policy*.
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 bid solicitation, the Bidder 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, 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 Declaration form for procurement.
4. Subject to subsection 5, by submitting a bid in response to this bid solicitation, the Bidder certifies that:
 - a. it has read and understands the *Ineligibility and Suspension Policy*;



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- b. 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 Bidder or a third party for purposes of making a determination of ineligibility or suspension;
 - d. it has provided with its bid 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 Bidder is unable to provide any of the certifications required by subsection 4, it must submit with its bid a completed Integrity Declaration Form, which can be found at Declaration form for procurement.
6. Canada will declare non-responsive any bid 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 Bidder provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Bidder to be ineligible for award of a contract for providing a false or misleading certification or declaration.

02 (2020-05-28) Procurement Business Number

Suppliers are required to have a Procurement Business Number (PBN) before contract award. Suppliers may register for a PBN online at Supplier Registration Information.

03 (2007-05-25) Standard instructions, clauses and conditions

Pursuant to the *Department of Public Works and Government Services Act* (S.C. 1996, c.16), the instructions, clauses and conditions identified in the bid solicitation and resulting contract by number, date, and title are incorporated by reference into and form part of the bid solicitation and resulting contract as though expressly set out in the bid solicitation and resulting contract.

04 (2007-11-30) Definition of Bidder

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

05 (2018-05-22) Submission of bids

- 1. Canada requires that each bid, at solicitation closing date and time or upon request from the Contracting Authority, be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with section 17.
- 2. It is the Bidder's responsibility to:
 - a. obtain clarification of the requirements contained in the bid solicitation, if necessary, before submitting a bid;



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- b. prepare its bid in accordance with the instructions contained in the bid solicitation;
 - c. submit by solicitation closing date and time a complete bid;
 - 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;
 - e. ensure that the Bidder's name, return address, bid solicitation number, and solicitation closing date and time are clearly visible on the bid; and,
 - f. provide a comprehensible and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation.
3. Canada will make available Notices of Proposed Procurement (NPP), bid solicitations and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, bid solicitation or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments, including significant enquiries received and their replies, using GETS. It is the sole responsibility of the Bidder to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Bidder's part nor for notification services offered by a third party.
 4. Bids will remain open for acceptance for a period of not less than 60 days from the closing date of the bid solicitation, unless specified otherwise in the bid solicitation. Canada reserves the right to seek an extension of the bid validity period from all responsive bidders in writing, within a minimum of 3 days before the end of the bid validity period. If the extension is accepted by all responsive bidders, Canada will continue with the evaluation of the bids. If the extension is not accepted by all responsive bidders, Canada will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.
 5. Bid documents and supporting information may be submitted in either English or French.
 6. Bids received on or before the stipulated bid solicitation closing date and time will become the property of Canada and will not be returned. All bids will be treated as confidential, subject to the provisions of the Access to Information Act (R.S. 1985, c. A-1) and the Privacy Act (R.S., 1985, c. P-21).
 7. Unless specified otherwise in the bid solicitation, Canada will evaluate only the documentation provided with a bidder's bid. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.
 8. A bid cannot be assigned or transferred in whole or in part.

06 (2022-03-29) Late bids

PWGSC will return or delete bids delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed bid as described in section 07.

For late bids submitted using means other than the Canada Post Corporation's Connect service, the paper bid will be returned.

For bids submitted electronically, the late bids will be deleted. As an example, bids submitted using Canada Post Corporation's Connect service, conversations initiated by the Bid Receiving Unit via the CPC Connect service pertaining to a late bid, will be deleted. Records will be kept documenting the transaction history of all late bids submitted using CPC Connect service.



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07 (2022-03-29) Delayed bids

1. A bid delivered to the specified Bid Receiving Unit after the solicitation closing date and time but before the contract award date may be considered, provided the bidder can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Private courier (Purolator Inc., Fedex Inc., etc.) is not considered to be part of CPC for the purposes of delayed bids.
 - a. The only pieces of evidence relating to a delay in the CPC system that are acceptable to PWGSC are:
 - i. a CPC cancellation date stamp;
 - ii. a CPC Priority Courier bill of lading;
 - iii. a CPC Xpresspost label;

that clearly indicates that the bid was sent before the solicitation closing date.
 - b. The only piece of evidence relating to a delay in the CPC Connect service provided by CPC system that is acceptable to PWGSC is a CPC Connect service date and time record indicated in the CPC Connect conversation history that clearly indicates that the bid was sent before the solicitation closing date and time.
2. Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of bids are not acceptable reasons for the bid to be accepted by PWGSC.
3. Postage meter imprints, whether imprinted by the Bidder, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

08 (2023-06-08) Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service

1. Facsimile
 - a. Unless specified otherwise in the bid solicitation, bids may be submitted by facsimile.
 - i. PWGSC, National Capital Region: The only acceptable facsimile number for responses to bid solicitations issued by PWGSC headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the bid solicitation.
 - ii. PWGSC regional offices: The facsimile number for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation.
 - b. For bids transmitted by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed bid including, but not limited to, the following:
 - i. receipt of garbled, corrupted or incomplete bid;
 - ii. availability or condition of the receiving facsimile equipment;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid; or
 - vii. security of bid data.
 - c. A bid transmitted by facsimile constitutes the formal bid of the Bidder and must be submitted in accordance with section 05.
2. Canada Post Corporation's Connect service
 - a. Unless specified otherwise in the bid solicitation, bids may be submitted by using the Connect service provided by Canada Post Corporation.
 - i. PWGSC, National Capital Region: The only acceptable email address to use with CPC Connect for responses to bid solicitations issued by PWGSC headquarters



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- is: tpsgc.pareceptiondessomissions-apbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca, or, if applicable, the email address identified in the bid solicitation.
- ii. PWGSC regional offices: The only acceptable email address to use with CPC Connect for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation.
- b. To submit a bid using CPC Connect service, the Bidder must either:
 - i. send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for CPC Connect provided by Canada Post Corporation; or
 - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open a CPC Connect conversation. Requests to open a CPC Connect conversation received after that time may not be answered.
 - c. If the Bidder sends an email requesting CPC Connect service to the specified Bid Receiving Unit in the bid solicitation, an officer of the Bid Receiving Unit will then initiate a CPC Connect conversation. The CPC Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access and action the message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.
 - d. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the CPC Connect conversation open until at least 30 business days after the solicitation closing date and time.
 - e. The bid solicitation number should be identified in the CPC Connect message field of all electronic transfers.
 - f. It should be noted that the use of CPC Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the solicitation in order to register for the CPC Connect service.
 - g. For bids transmitted by CPC Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
 - i. receipt of a garbled, corrupted or incomplete bid;
 - ii. availability or condition of the CPC Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid;
 - vii. security of bid data; or,
 - viii. inability to create an electronic conversation through the CPC Connect service.
 - h. The Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the CPC Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.
 - i. Bidders must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in CPC Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the CPC Connect system.
 - j. A bid transmitted by CPC Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with section 05.



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09 (2010-10-07) Customs clearance

It is the responsibility of the Bidder to allow sufficient time to obtain Customs clearance, where required, before the bid closing date and time. Delays related to the obtaining of Customs clearance cannot be construed as "undue delay in the mail" and will not be accepted as a delayed bid under section 07.

10 (2007-05-25) Legal capacity

The Bidder must have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to bidders submitting a bid as a joint venture.

11 (2007-11-30) Rights of Canada

Canada reserves the right to:

- a. reject any or all bids received in response to the bid solicitation;
- b. enter into negotiations with bidders on any or all aspects of their bids;
- c. accept any bid in whole or in part without negotiations;
- d. cancel the bid solicitation at any time;
- e. reissue the bid solicitation;
- f. if no responsive bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and,
- g. negotiate with the sole responsive Bidder to ensure best value to Canada.

12 (2014-09-25) Rejection of bid

1. Canada may reject a bid where any of the following circumstances is present:
 - a. the Bidder is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Bidder ineligible to bid on the requirement;
 - b. an employee, or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to bid on the requirement, or the portion of the requirement the employee or subcontractor is to perform;
 - c. the Bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
 - d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of the bid;
 - e. evidence satisfactory to Canada that based on past conduct or behavior, the Bidder, a subcontractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
 - f. with respect to current or prior transactions with the Government of Canada:



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- i. Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract with the Bidder, any of its employees or any subcontractor included as part of the bid;
 - ii. Canada determines that the Bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Bidder performed the Work in accordance with contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
- 2. Where Canada intends to reject a bid pursuant to a provision of subsection 1. (f), the Contracting Authority will so inform the Bidder and provide the Bidder 10 days within which to make representations, before making a final decision on the bid rejection.
- 3. Canada reserves the right to apply additional scrutiny, in particular, when multiple bids are received in response to a bid solicitation from a single bidder or a joint venture. Canada reserves the right to:
 - a. reject any or all of the bids submitted by a single bidder or joint venture if their inclusion in the evaluation has the effect of prejudicing the integrity and fairness of the process, or;
 - b. reject any or all of the bids submitted by a single bidder or joint venture if their inclusion in the procurement process would distort the solicitation evaluation, and would cause a result that would not reasonably have been expected under prevailing market conditions and/or would not provide good value to Canada.

13 (2014-03-01) Communications—solicitation period

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the bid solicitation must be directed only to the Contracting Authority identified in the bid solicitation. Failure to comply with this requirement may result in the bid being declared non-responsive.

To ensure consistency and quality of information provided to bidders, significant enquiries received and their replies will be posted on the Government Electronic Tendering Service (GETS). For further information, consult subsection 3 of the Submission of bids section.

14 (2007-11-30) Price justification

In the event that the Bidder's bid is the sole responsive bid received, the Bidder must provide, on Canada's request, one or more of the following price justification:

- a. a current published price list indicating the percentage discount available to Canada; or
- b. a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- c. a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- d. price or rate certifications; or
- e. any other supporting documentation as requested by Canada.

15 (2007-05-25) Bid costs

No payment will be made for costs incurred in the preparation and submission of a bid in response to the bid solicitation. Costs associated with preparing and submitting a bid, as well as any costs incurred by the Bidder associated with the evaluation of the bid, are the sole responsibility of the Bidder.



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16 (2008-05-12) Conduct of evaluation

1. In conducting its evaluation of the bids, Canada may, but will have no obligation to, do the following:
 - a. seek clarification or verification from bidders regarding any or all information provided by them with respect to the bid solicitation;
 - b. contact any or all references supplied by bidders to verify and validate any information submitted by them;
 - c. request, before award of any contract, specific information with respect to bidders' legal status;
 - d. conduct a survey of bidders' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the bid solicitation;
 - e. correct any error in the extended pricing of bids by using unit pricing and any error in quantities in bids to reflect the quantities stated in the bid solicitation; in the case of error in the extension of prices, the unit price will govern.
 - f. verify any information provided by bidders through independent research, use of any government resources or by contacting third parties;
 - g. interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the bid solicitation.
2. Bidders will have the number of days specified in the request by the Contracting Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the bid being declared non-responsive.

17 (2010-01-11) Joint venture

1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Bidders who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
 - a. the name of each member of the joint venture;
 - b. the Procurement Business Number of each member of the joint venture;
 - c. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
 - d. the name of the joint venture, if applicable.
2. If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.
3. The bid and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract.

18 (2012-03-02) Conflict of interest—unfair advantage

1. In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:



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- a. if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
 - b. if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.
2. The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.
 3. Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

19 (2007-11-30) Entire requirement

The bid solicitation documents contain all the requirements relating to the bid solicitation. Any other information or documentation provided to or obtained by a bidder from any source are not relevant. Bidders should not assume that practices used under previous contracts will continue, unless they are described in the bid solicitation. Bidders should also not assume that their existing capabilities meet the requirements of the bid solicitation simply because they have met previous requirements.

20 (2017-04-27) Further information

1. For further information, bidders may contact the Contracting Authority identified in the bid solicitation.
2. For bid solicitations issued out of PWGSC headquarters, enquiries concerning receipt of bids may be addressed to the Bid Receiving Unit, Procurement Operational Support Division, telephone 819-420-7200. For bid solicitations issued out of PWGSC regional offices, enquiries concerning receipt of bids may be addressed to the Contracting Authority identified in the bid solicitation.

21 (2022-01-28) Code of Conduct for Procurement—bid

The *Code of Conduct for Procurement* provides that Bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the bid solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the Contract. By submitting a bid, the Bidder is certifying that it is complying with the *Code of Conduct for Procurement*. Failure to comply with the *Code of Conduct for Procurement* may render the bid non-responsive.



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PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Bidders must submit their bids by email only to the Contracting Authority: receptiondesoumission-bidreceiving@bac-lac.gc.ca

The maximum size of an email: **10 MB.**

The maximum size of an individual file in an email: **4MB.**

The bid must be gathered per section and separated as follows:

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

Section I: Technical Bid (**one (1) electronic copy** by email)

Section II: Financial Bid (**one (1) electronic copy** by email)

Section III: Certifications not included in the Technical Bid (**one (1) electronic copy** by email)

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

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

For bid transmitted by electronic mail, Canada will not be responsible for late bids received at destination after the closing date and time, even if it was submitted before.

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 **ATTACHMENT 1 to PART 3 - PRICING SCHEDULE.**

3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “D” Electronic Payment Instruments, to identify which ones are accepted.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.



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3.1.2 Exchange Rate Fluctuation

SAAC manual clause C3011 (2013-11-06), Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

3.1.3 SACC Manual Clauses

Section IV: Certifications

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



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ATTACHMENT 1 to PART 3 - PRICING SCHEDULE

The Bidder should complete this pricing schedule and include it in its financial bid once completed.

The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

Initial Contract Period: Contract award to August 31, 2025
Option Year 1: September 1, 2025, to August 31, 2026
Option Year 2: September 1, 2026, to August 31, 2027
Option Year 3: September 1, 2027, to August 31, 2028

TABLE 1 – RESOURCES PROPOSED FIRM HOURLY RATES						
Resources category	Column A	Column B	Column C	Column D	Column E	Column F
	Initial period – Firm hourly rate	Option year 1 – Firm hourly rate	Option year 2 – Firm hourly rate	Option year 3 – Firm hourly rate	Evaluation Weight for evaluation purpose only %	Evaluated Price (A+B+C+D) *E
Truck with Driver	\$0.00	\$0.00	\$0.00	\$0.00	10	\$ _____
Overtime - Truck with Driver	\$0.00	\$0.00	\$0.00	\$0.00	5	\$ _____
Cube van with driver	\$0.00	\$0.00	\$0.00	\$0.00	1	\$ _____
Overtime - Cube van with driver	\$0.00	\$0.00	\$0.00	\$0.00	1	\$ _____
Supervisor	\$0.00	\$0.00	\$0.00	\$0.00	10	\$ _____
Overtime - Supervisor	\$0.00	\$0.00	\$0.00	\$0.00	5	\$ _____
Installer	\$0.00	\$0.00	\$0.00	\$0.00	26	\$ _____
Overtime - Installer	\$0.00	\$0.00	\$0.00	\$0.00	5	\$ _____
Mover / warehouse	\$0.00	\$0.00	\$0.00	\$0.00	26	\$ _____



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Overtime Mover / warehouse	\$0.00	\$0.00	\$0.00	\$0.00	4	\$ _____
Packers	\$0.00	\$0.00	\$0.00	\$0.00	2	\$ _____
Overtime - Packers	\$0.00	\$0.00	\$0.00	\$0.00	1	\$ _____
Certified Lift Truck operator	\$0.00	\$0.00	\$0.00	\$0.00	2	\$ _____
Overtime - Certified Lift Truck operator	\$0.00	\$0.00	\$0.00	\$0.00	2	\$ _____
TABLE 1 - Subtotal (Resources Hourly Rates)						\$ _____

TABLE 2 – ADDITIONNAL SERVICES FIRM UNIT PRICE						
Description	Column A	Column B	Column C	Column D	Column E	Column F
	Initial period – Firm hourly rate	Option year 1 – Firm hourly rate	Option year 2 – Firm hourly rate	Option year 3 – Firm hourly rate	Evaluation Weight for evaluation purpose only %	Evaluated Price (A+B+C+D) *E
Dump runs to a dump site – Price per Ton	\$0.00	\$0.00	\$0.00	\$0.00	30	\$ _____
Recycling runs to a recycling site – Price per Ton	\$0.00	\$0.00	\$0.00	\$0.00	30	\$ _____
Temporary storage rental - Price per square feet per day	\$0.00	\$0.00	\$0.00	\$0.00	40	\$ _____
TABLE 2 - Subtotal (Additional Services)						\$ _____

TABLE 3 – EQUIPMENT RENTAL FIRM PERDIEM RATES



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Description	Column A	Column B	Column C	Column D	Column E	Column F
	Initial period – Firm hourly rate	Option year 1 – Firm hourly rate	Option year 2 – Firm hourly rate	Option year 3 – Firm hourly rate	Evaluation Weight for evaluation purpose only %	Evaluated Price (A+B+C+D) *E
Plastic move Bins	\$0.00	\$0.00	\$0.00	\$0.00	20	\$ _____
Dollie	\$0.00	\$0.00	\$0.00	\$0.00	20	\$ _____
Screen cart	\$0.00	\$0.00	\$0.00	\$0.00	10	\$ _____
Open bin	\$0.00	\$0.00	\$0.00	\$0.00	10	\$ _____
Computer cart	\$0.00	\$0.00	\$0.00	\$0.00	10	\$ _____
Fridge Cart (big red)	\$0.00	\$0.00	\$0.00	\$0.00	10	\$ _____
Jiggers	\$0.00	\$0.00	\$0.00	\$0.00	20	\$ _____
TABLE 3 - Subtotal (Equipment Rental)						\$ _____

TABLE 4 – MATERIAL PURCHASE FIRM UNIT PRICE						
Description	Column A	Column B	Column C	Column D	Column E	Column F
	Initial period – Firm hourly rate	Option year 1 – Firm hourly rate	Option year 2 – Firm hourly rate	Option year 3 – Firm hourly rate	Evaluation Weight for evaluation purpose only %	Evaluated Price (A+B+C+D) *E
Skids/Pallets (48" X 40")	\$0.00	\$0.00	\$0.00	\$0.00	25	\$ _____
Tape/roll	\$0.00	\$0.00	\$0.00	\$0.00	25	\$ _____
Shrink wrap/roll	\$0.00	\$0.00	\$0.00	\$0.00	25	\$ _____
2 feet cube cardboard boxes	\$0.00	\$0.00	\$0.00	\$0.00	25	\$ _____
TABLE 4 - Subtotal (Material purchase)						\$ _____

TOTAL EVALUATED BID PRICE = Table 1 + Table 2 + Table 3 + Table 4	\$ _____
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*** Prices are all-inclusive (including transportation, fuel and fuel surcharge)**

** The estimated evaluation weight percentage herein do not reflect a commitment by LAC and are provided for the purposes of bid evaluation only



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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.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.



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4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Bidders' proposals MUST meet ALL of the mandatory requirements in order to be considered for further evaluation. Failure on the part of the Bidder to meet one or more of the mandatory requirements will result in the proposal being deemed non-compliant, and the proposal will then be rejected.

Mandatory Criteria – Resources Evaluation					
ID	Requirement	Required supporting information	MET / NOT MET	Cross-reference to page in Proposal	Comments
COMPANY REQUIREMENTS					
M1	<p>The Bidder must demonstrate that it has undertaken three (3) contracts of a minimum duration of one (1) year each within the last five (5) years for as and when required moving services to departments, agencies or corporations of the Government of Canada, provincial or municipal governments and demonstrate that the mandatory requirements where included. *</p> <p>* Mandatory requirements include the following four (4) components:</p> <ul style="list-style-type: none"> • Carry out office set ups and reconfigurations; • Provide movers, installers, supervisors, packers, certified lift truck operator, truck with driver and cube van for small to medium moves between facilities in the National Capital Region; • Provide services for the inventory, storage and showings of materials and equipment that LAC intends to sale or donate through GC surplus; • Provide waste management services related to activities that they have been contracted to complete. <p>Library and Archives Canada may contact the contact person to validate the information provided by the bidder.</p>	<p>The Bidder must include in its bid:</p> <ul style="list-style-type: none"> • Start and end dates (MM/YY) of each contract; • Name of the client organization; • Name and email address of a contact who can confirm this experience; and • Services description. 			



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Mandatory Criteria – Resources Evaluation

ID	Requirement	Required supporting information	MET / NOT MET	Cross-reference to page in Proposal	Comments
M2	<p>The Bidder must demonstrate that it has the required equipment to conduct the work as per Annex "A", Statement of Work.</p> <p>The Bidder must possess the following equipment.</p> <ul style="list-style-type: none"> • Plastic move Bins; • 2 feet cube cardboard Box; • Tape/roll; • Shrink wrap/roll; • Dollies; • Screen cart; • Open bin; • Computer cart; • Fridge cart (big red); • Jiggers; • Skids/Pallets (48"X40"). 	<p>The Bidder must provide pictures and a statement listing the equipment owned, confirming compliance.</p>			
M3	<p>The Bidder must provide a description of its strategy used to mitigate resource turnover (e.g., departures or replacements) by outlining the approaches and or measures it takes to ensure continuity of personnel during the LAC contract.</p> <p>The risk mitigation will be evaluated under R2</p>	<p>The strategy must include current corporate processes as well as specific measures it proposes to implement to manage the LAC contract. The strategy must describe the escalation process for resolving issues during the life of the contract.</p>			



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Mandatory Criteria – Resources Evaluation					
ID	Requirement	Required supporting information	MET / NOT MET	Cross-reference to page in Proposal	Comments
M4	The Bidder must demonstrate that it has a truck capable of a minimum of 5 tons and a cube van to perform moving services.	The Bidder must provide pictures and/or statement of their compliance as well as listing the owned vehicles or planned purchases/rentals (for the duration of the contract) confirming their compliance.			
M5	The Bidder shall demonstrate that is as 5000 square feet of temporary storage rental within the NCR.	The Bidder must provide: . The address of the storage facility. . a pictures of their storage facility;			



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STAFF					
M6	Supervisors The Bidder must propose a minimum of two (2) supervisors that will be assigned to the contract that have at a minimum a Reliability security clearance and must demonstrate that each resource has at least twelve (12) months of experience within the last sixty (60) months in supervising moving services.	The Bidder must provide, at the time of bid closing, each proposed resource's resumé, supported by dates (MM/YY) and details of tasks performed, demonstrating that each proposed resource meets the requirement and have a reliability security clearance.			
M7	The Bidder must provide confirmation or attestation of a minimum of eight (8) available movers, one (1) certified lift truck operator and up to two (2) truck drivers to conduct the work as per Annex "A", Statement of Work that have a minimum a Reliability security clearance at bid closing date.	The Bidder must provide, at the time of bid closing, a written confirmation that a minimum of eight (8) movers, one (1) certified lift truck operator including a copy of the valid certification, and up to two (2) truck drivers which all have a reliability security clearance			



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4.1.1.2 Point Rated Technical Criteria

Bids that meet all of the mandatory technical criteria will be evaluated and scored as specified below.

Rated Criteria							
ID	Requirement	Required supporting information	Points breakdown	Cross-reference to page in Proposal	Maximum points	Total points	Comments
R1	The Bidder should clearly demonstrate that it has green alternatives to moving supplies such as cardboard, packing tape, shrink wrap, etc.	The Bidder should provide in its bid a green alternative to each proposed item.	Item = 1 point To a maximum of 5 points		5		



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Rated Criteria							
ID	Requirement	Required supporting information	Points breakdown	Cross-reference to page in Proposal	Maximum points	Total points	Comments
R2	LAC recognizes that the Bidder cannot guarantee the continuity of team members assigned to any longer term contract. However, LAC is looking for comfort/assurance that the bidder has the resources to replace assigned team members, if ever required, without any material impact to the delivery of services.	The bidder should provide the risk mitigation strategies they have in place. LAC will assign a maximum of 15 points based on the extent to which the proposed risk mitigation strategy is fully and clearly described, to ensure the timely provision of qualified resources.	<p>Extent - The Bidder's response will be awarded points as follows:</p> <ul style="list-style-type: none"> • 15 points – Very Good: The strategy is clearly described, including a detailed description of the bidder's existing related corporate practices and any specific measures to be implemented for LAC; • 10 points – Acceptable: The strategy is reasonably described with a moderate level of detail of the bidder's existing related corporate practices; • 5 points – Unclear: The strategy is unclear with limited detail; or • 0 points – The strategy is not described 		15		
Total Points Available					20		
Minimum Points Required to Pass					12		
Total Points for Rated Requirements (Bidder Score)							



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4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.2 Basis of Selection

4.2.1 Highest Combined Rating of Technical Merit 60% and Price 40%

To be declared responsive, a bid must:

- a) comply with all the requirements of the bid solicitation; and
- b) meet all mandatory criteria;

Bids not meeting (a) and (b) will be declared non-responsive.

The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.

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 60 % .

To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40 %.

For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

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 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	115/135 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89
	Pricing Score	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd



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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 declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Security Requirements – Required Documentation

In accordance with the [requirements of the Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>), the Bidder must provide a completed Contract Security Program Application for Registration (AFR) form to be given further consideration in the procurement process.

Bidders are reminded to obtain the required security clearance and, as applicable, security capabilities promptly. As indicated above, bidders who do not provide all the required information at bid closing will be given the opportunity to complete any missing information from the AFR form within a period set by the Contracting Authority. If that information is not provided within the timeframe established by the Contracting Authority (including any extension granted by the Contracting Authority in its discretion), or if



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Canada requires further information from the bidder in connection with assessing the request for security clearance (i.e., information not required by the AFR form), the Bidder will be required to submit that information within the time period established by the Contracting Authority, which will not be less than 48 hours. If, at any time, the Bidder fails to provide the required information within the timeframe established by the Contracting Authority, its bid will be declared non-compliant.

5.2.3 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](#)" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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

5.2.4 Additional Certifications Precedent to Contract Award

5.2.4.1 Status and Availability of Resources

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

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



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PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

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

1. The Contractor 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).
2. The Contractor personnel requiring access to sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC..
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
4. The Contractor must comply with the provisions of the:
 - a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - b) *Contract Security Manual* (Latest Edition).

6.1.2 Specific Individuals

The Contractor must provide the services of the following persons to perform the Work as stated in the Contract:

[To be inserted at contract award]

6.1.3 Replacement of Specific Individuals

SAAC manual clause A7017C (2008-05-12), Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - a. the name, qualifications and experience of the proposed replacement; and



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- b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

SAAC manual clause 2010C (2022-12-01)_General Conditions - Services (Medium Complexity) designated in Appendix 1 to Part 6 apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

6.3.2.1 SAAC manual clause 4013 (2022-06-20) Compliance with on-site measures, standing orders, policies, and rules applies to and forms part of the Contract.

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

6.3.2.2 SAAC manual clause 4014 (2022-06-20) Suspension of the work applies to and forms part of the Contract.

- 1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section entitled “Default by the Contractor” of general conditions 2010C Services (Medium Complexity).
- 2. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.



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- When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from Contract award to and including August 31st, 2025 inclusive.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one-year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least two (2) calendar days 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 contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Anne-Marie Aubry
Procurement Team Leader
Contracting and Materiel Management Division
Library and Archives Canada
550 de la Cité Boulevard
Gatineau, Québec
J8T 0A7

Telephone: 873-353-7351

Email address: anne-marie.aubry@bac-lac.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.

6.5.2 Project Authority

The Project Authority for the Contract is: **[To be inserted at contract award]**



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Name: _____
 Title: _____
 Organization: _____
 Address: _____

Telephone: ____ - ____ - _____
 Facsimile: ____ - ____ - _____
 E-mail address: _____

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

6.5.3 Technical Authority

The Technical Authority for the Contract is: *[To be inserted at contract award]*

Name: _____
 Title: _____
 Organization: _____
 Address: _____

Telephone: ____ - ____ - _____
 Facsimile: ____ - ____ - _____
 E-mail address: _____

The Technical Authority named above 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 Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.4 Contractor's Representative

[To be inserted at contract award]

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.



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6.7 Payment

6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid rates 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.

6.7.2 Limitation of Expenditure

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

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.7.3 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);

6.7.4 Method of Payment – Monthly Payment

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

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



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- c. the Work performed has been accepted by Canada.

6.7.5 SACC Manual Clauses

SAAC manual clause A9117C (2007-11-30) T1204 - Direct Request by Customer Department

1. Pursuant to paragraph 221 (1)(d) of the *Income Tax Act*, R.S. 1985, c. 1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
2. To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

6.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Each invoice must be supported by:
 - a. a copy of time sheets to support the time claimed;
 - b. a copy of the release document and any other documents as specified in the Contract;
3. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.9 Certifications and Additional Information

6.9.1 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.

6.10 Applicable Laws

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



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6.11 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 supplemental general conditions 4013 (2022-06-20) Compliance with on-site measures, standing orders, policies, and rules; 4014 (2022-06-20) Suspension of the work;
- (c) Appendix 1 to Part 6, the general conditions 2010C (2022-12-01) Services (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Electronic payment instruments
- (h) the Contractor's bid dated *[To be inserted at contract award]*.

6.12 Dispute Resolution

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



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APPENDIX 1 TO PART 6 – SAAC manual clause 2010C (2022-12-01)_General Conditions - Services (Medium Complexity)

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- [02 Standard clauses and conditions](#)
- [03 Powers of Canada](#)
- [04 Status of the Contractor](#)
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- [21 Default by the Contractor](#)
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- [24 Conflict of Interest and Values and Ethics Codes for the Public Service](#)
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2010C 01 (2022-12-01) Interpretation

In the Contract, unless the context otherwise requires:

"Applicable Taxes"

means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013;

"Articles of Agreement"

means the clauses and conditions incorporated in full text or incorporated by reference from the *Standard Acquisition Clauses and Conditions Manual* to form the body of the Contract; it does not include these general conditions, any supplemental general conditions, annexes, the Contractor's bid or any other document;

"Canada", "Crown", "His Majesty" or "the Government"



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means His Majesty the King in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister;

"Contract"

means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contracting Authority"

means the person designated by that title in the Contract, or by notice to the Contractor, to act as Canada's representative to manage the Contract;

"Contractor"

means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

"Contract Price"

means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes;

"Cost"

means cost determined according to Contract Cost Principles 1031-2 as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of the Contract;

"Government Property"

means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract;

"Party"

means Canada, the Contractor, or any other signatory to the Contract and "*Parties*" means all of them;

"Total Estimated Cost", "Revised Estimated Cost", "Increase (Decrease)"

on page 1 of the Contract or Contract Amendment means an amount used for internal administrative purposes only that comprises the Contract Price, or the revised Contract Price, or the amount that would increase or decrease the Contract Price and the Applicable Taxes as evaluated by the Contracting Authority, and does not constitute tax advice on the part of Canada;

"Work"

means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.



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2010C 02 (2008-05-12) Standard clauses and conditions

Pursuant to the *Department of Public Works and Government Services Act*, S.C. 1996, c. 16, the clauses and conditions identified by number, date and title in the Contract are incorporated by reference and form part of the Contract as though expressly set out in the Contract.

2010C 03 (2008-05-12) Powers of Canada

All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive.

2010C 04 (2008-05-12) Status of the Contractor

The Contractor is an independent contractor engaged by Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

2010C 05 (2008-05-12) Conduct of the Work

1. The Contractor represents and warrants that:
 - a. it is competent to perform the Work;
 - b. it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
 - c. it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.
2. The Contractor must:
 - a. perform the Work diligently and efficiently;
 - b. except for Government Property, supply everything necessary to perform the Work;
 - c. use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
 - d. select and employ a sufficient number of qualified people;
 - e. perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the specifications and all the requirements of the Contract;
 - f. provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.

2010C 06 (2013-06-27) Subcontracts

The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor. In any subcontract, the Contractor agrees to bind the subcontractor by the same conditions by which the Contractor is bound under the Contract, unless the Contracting Authority agrees otherwise, with the exception of requirements under the Federal Contractors Program for employment equity which only apply to the Contractor.

2010C 07 (2008-05-12) Time of the essence

It is essential that the Work be performed within or at the time stated in the Contract.



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2010C 08 (2014-09-25) Excusable delay

1. A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that:
 - a. is beyond the reasonable control of the Contractor;
 - b. could not reasonably have been foreseen;
 - c. could not reasonably have been prevented by means reasonably available to the Contractor; and
 - d. occurred without the fault or neglect of the Contractor,

will be considered an "Excusable Delay" if the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise the Contracting Authority, within 15 working days, of all the circumstances relating to the delay and provide to the Contracting Authority for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.

2. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
3. However, if an Excusable Delay has continued for 30 days or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
4. Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.

2010C 09 (2008-05-12) Inspection and acceptance of the Work

All the Work is subject to inspection and acceptance by Canada. Inspection and acceptance of the Work by Canada do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.

2010C 10 (2013-03-21) Invoice submission

1. Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
 - a. the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);
 - b. details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - c. deduction for holdback, if applicable;
 - d. the extension of the totals, if applicable; and



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- e. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
- 3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
- 4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

2010C 11 (2013-03-21) Taxes

- 1. Federal government departments and agencies are required to pay Applicable Taxes.
- 2. Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
- 3. The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
- 4. In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.
- 5. Tax Withholding of 15 Percent – Canada Revenue Agency

Pursuant to the *Income Tax Act*, 1985, c. 1 (5th Supp.) and the *Income Tax Regulations*, Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the *Canada Revenue Agency*. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

2010C 12 (2014-09-25) Payment period

- 1. Canada's standard payment period is 30 days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid automatically in accordance with the section 13.
- 2. If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within 15 days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within 15 days will only result in the date specified in subsection 1 to apply for the sole purpose of calculating interest on overdue accounts.

2010C 13 (2018-06-21) Interest on overdue accounts

- 1. For the purpose of this section:



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"Average Rate"

means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made;

"Bank Rate"

means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association (Payments Canada);

"date of payment"

means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract;

an amount becomes "overdue"

when it is unpaid on the first day following the day on which it is due and payable according to the Contract.

2. Canada will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive. The Contractor is not required to provide notice to Canada for interest to be payable.
3. Canada will pay interest in accordance with this section only if Canada is responsible for the delay in paying the Contractor. Canada will not pay interest on overdue advance payments.

2010C 14 (2023-11-28) Audit

1. To enable Canada to determine whether the Work has been performed and the price charged for the Work is in accordance with the Contract terms and whether best value has been achieved for Canada, the Contractor must maintain complete and accurate records of the estimated and actual cost of the Work.
2. Such records include all tender calls, quotations, contracts, correspondence, source documents for accounting entries such as Excel or other spread sheets in numeric and machine readable form (not PDF copies), books and ledgers of initial accounting entries, work sheets, spreadsheets and other documentation supporting cost allocations, computations, reconciliations and assumptions made by the Contractor in relation to the Contract. Copies are generally not acceptable and can only be used where originals are unavailable due to unusual circumstances, such as fire, flood or theft.
3. The Contractor must establish and maintain an accounting system that enables Canada to readily identify these records.
4. These records must be made available on request, for examination by Canada, or by persons designated to act on behalf of Canada during normal business hours at the contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, must be made available for examination at a time and location that is convenient for Canada.
5. The Contractor must maintain such records, and Canada and its authorized representatives will have the right to examine such records, at all times during the term of this Contract and for a period of seven years after it receives the final payment under the Contract, or until the settlement



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of all outstanding claims and disputes, whichever is later. Should an examination reveal any overpayments by Canada, these will be claimed by Canada and immediately repaid by the Contractor.

6. Canada and its authorized representatives have the right to examine, and to make copies of, or extract from, all such records in whatever form they may be kept, relating to or pertaining to this Contract kept by or under the control of the Contractor, including but not limited to those kept by the Contractor, its employees, agents, successors, and subcontractors.
7. The Contractor must cause all subcontractors at any tier and all other persons directly or indirectly controlled by, or affiliated with the Contractor, to comply with the requirements of this clause as if they were the Contractor.

2010C 15 (2008-05-12) Compliance with applicable laws

1. The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to Canada at such times as Canada may reasonably request.
2. The Contractor must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Contracting Authority, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to Canada.

2010C 16 (2008-05-12) Liability

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

2010C 17 (2008-05-12) Government Property

The Contractor must take reasonable and proper care of all Government Property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.

2010C 18 (2008-05-12) Amendment

To be effective, any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Contractor.

2010C 19 (2008-05-12) Assignment

1. The Contractor must not assign the Contract without first obtaining the written consent of the Contracting Authority. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.



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2. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon Canada.

2010C 20 (2008-05-12) Suspension of the Work

The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so.

2010C 21 (2014-09-25) Default by the Contractor

1. If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.
2. If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding-up of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
3. If Canada gives notice under subsection 1 or 2, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to Canada for all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

2010C 22 (2020-05-28) Termination for convenience

1. At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.
2. If a termination notice is given pursuant to subsection 1, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. The Contractor agrees that it will only be paid the following amounts:
 - a. on the basis of the Contract Price, for any part of the Work completed that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice;
 - b. the Cost incurred by the Contractor plus a fair and reasonable profit thereon as determined by Canada in accordance with the profit provisions found in PWGSC Supply Manual section 10.65 Calculation of profit on negotiated contracts, for any part of the Work commenced, but not completed, prior to the date of the termination notice. The Contractor agrees that it is not entitled to any anticipated profit on any part of the Contract terminated; and



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- c. all costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.
- 3. Canada may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.
- 4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. The Contractor will have no claim for damages, compensation, loss of profit, interest, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

2010C 23 (2008-05-12) Right of set-off

Without restricting any right of set-off given by law, Canada may set-off against any amount payable to the Contractor under the Contract, any amount payable to Canada by the Contractor under the Contract or under any other current contract. Canada may, when making a payment pursuant to the Contract, deduct from the amount payable to the Contractor any such amount payable to Canada by the Contractor which, by virtue of the right of set-off, may be retained by Canada.

2010C 24 (2008-05-12) Conflict of Interest and Values and Ethics Codes for the Public Service

The Contractor acknowledges that individuals who are subject to the provisions of the *Conflict of interest Act*, 2006, c. 9, s. 2, the Conflict of interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

2010C 25 (2008-12-12) Contingency fees

The Contractor certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties. In this section, "*contingency fee*" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract and "*person*" includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbying Act*, 1985, c. 44 (4th Supplement).

2010C 26 (2021-12-02) International sanctions

- 1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.
- 2. The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
- 3. The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with section 22.



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2010C 27 (2016-04-04) Integrity provisions—contract

The *Ineligibility and Suspension Policy* (the “Policy”) and all related Directives incorporated by reference into the bid solicitation on its closing date are incorporated into, and form a binding part of, the Contract. The Contractor must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada’s website at *Ineligibility and Suspension Policy*.

2010C 28 (2022-12-01) Harassment in the workplace

1. The Contractor acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the *Directive on the Prevention and Resolution of Workplace Harassment and Violence*, which is also applicable to the Contractor, is available on the Treasury Board Web site.
2. The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

2010C 29 (2008-05-12) Entire agreement

The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.

2010C 30 (2012-07-16) Access to information

Records created by the Contractor, and under the control of Canada, are subject to the *Access to Information Act*. The Contractor acknowledges the responsibilities of Canada under the *Access to Information Act* and must, to the extent possible, assist Canada in discharging these responsibilities. Furthermore, the Contractor acknowledges that section 67.1 of the *Access to Information Act* provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the *Access to Information Act* is guilty of an offence and is liable to imprisonment or a fine, or both.

2010C 31 (2022-01-28) Code of Conduct for Procurement—contract

The Contractor agrees to comply with the *Code of Conduct for Procurement* and to be bound by its terms for the period of the Contract.



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ANNEX "A"

STATEMENT OF WORK

1. PROJECT TITLE

As and when required moving services.

2. BACKGROUND

Library and Archives Canada (LAC) requires "As and when required" moving services to continues to retrofit space for hybrid work and is preparing to start performing small to medium size optimization projects in various LAC facilities within the National Capital Region (NCR).

3. OBJECTIVE

The LAC Real Property Services unit is seeking the services of a Contractor to carry out moving services such as office set up and reconfiguration, boardroom set up, assist with moves between buildings within the NCR region and other tasks to support operations of the accommodation team for facilities located within the NCR on an "as and when required basis".

4. SCOPE OF WORK

Scope

The Contractor must be able to provide services on an as and when requested basis. This requirement includes movers, installers, supervisors, packers, lift truck operators, truck with driver and cube van with driver to support the delivery of accommodation team services. The scope of this requirement excludes the service of disconnecting and reconnecting computer workstation such as the following components:

- Monitor
- Laptop, Computer Tower
- Keyboard
- Mouse
- Desktop Printer
- Lan Cable
- Phone
- all wires & power cords, power bars

5. TASKS

5.1 The contractor must provide movers, installers, supervisors, packers, lift truck operators, truck with driver and cube van with driver on an as and when required basis to perform the following tasks (but not limited to):

- Space and workstation re-configurations to meet client needs;
- Moving and installation services related to ergonomic requests, such as setting up ergonomic furniture, adaptive equipment, ergonomic office accessories, etc.;
- The relocation of various office accessories which includes but are not limited to, overhead shelving, systems panel hung accessories, bookcases, whiteboards, coat racks, etc;



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- Moving furniture and equipment, which includes but are not limited to full office suites, office furniture, workstation systems, office screens/panels and desks, freestanding, systems and non-systems furniture, chairs, tables, filing cabinets, storage cabinets, pedestals, storage towers, boardroom furniture, TV's, equipment, file and record storage systems and units, etc.;
- Relocation of kitchen equipment and other such as fridges, microwaves, toasters, kettles, etc.;
- Installation services such as the intake of surplus, and redeployment of surplus furniture. This will also include but not limited to packing, crating, disassembling, loading, unloading, transporting, unpacking, uncrating, and assembling of many different brands of manufactured office furniture and equipment. Disassembling or assembling workstation systems;
- Delivery and pick up of empty bins/boxes after each move;
- Set up of boardrooms, meeting rooms or event spaces;
- Install signage, disinfectant products and masks in required locations;
- Supply a truck or cube van with driver to perform larger moves within the NCR;

5.2 Additional Services

The contractor must have the capacity to provide a minimum of 1000 to a maximum of 5000 square feet of temporary storage within the NCR. The contractor shall have the capacity to provide assistance with the sale of surplus items through GCSurplus including performing the inventory and showings of the materials/equipment.

The contractor must be able to provide waste and recycling management services related to activities that they have been contracted to complete to include (but not limited too):

- Perform dump runs (all wood components, paper, plastic, Styrofoam, skids, strapping, etc) to a dump site as per the Technical Authority's requests;
- Perform recycling runs (cardboard only) to a recycling site as per the Technical Authority's requests.

6. REQUIREMENTS

Personnel assigned to this work must be movers, installers, supervisors, packers, certified lift truck operators, truck with driver or cube van with driver. They must:

- possess knowledge related to sequential packing, assembling and dismantling of storage and system units, and the installation of integrated workstations of various brands, including but not limited to: Teknion, Haworth, Corcan and various freestanding furniture manufacturers;
- be able to read and interpret furniture installation plans and design layouts;
- display the Contractor's name or logo on their outer garment(s) for identification purposes;
- carry around an official personal identity card (with their name and photo) at all times and show it whenever they are asked to do so at any move location;
- use appropriate language and adapt to working conditions on job site (reasonable voice level);
- must wear green-tagged steel-toed safety boots at all times during work hours.

7. CONTRACTOR'S OBLIGATIONS

7.1 The contractor shall supply the following rental equipment on an as and when required basis:

- Plastic move Bins;
- Dollies;
- Screen cart;



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- Open bin;
- Computer cart;
- Fridge cart (big red);
- Jiggers;

7.2 The contractor shall supply the following equipment for LAC to purchase on an as and when required basis:

- Skids/pallets (48”X40”) and other sizes
- Tape/roll;
- Shrink wrap/roll;
- 2 feet cube cardboard boxes;

7.3 The Contractor must provide transportation to and from the work sites for the Contractor personnel and is responsible for any parking fees when applicable.

7.4 The contractor must supply all tools required to its employees for the performance of the work.

8. LAC’s OBLIGATIONS

- An LAC main contact will be assigned for each move or project.
- An LAC employee will be available for questions, queries, and decision approvals during moves.
- LAC will provide a lunch area and restroom facilities for the contractor’s employees.

9. WORK SCHEDULE

The Contractor could be called on to provide the services five (5) days a week during normal business hours from Monday to Friday between the hours of 07:00 am and 05:30 pm. Most work will be performed from 07:30 am to 03:30 pm, Monday to Friday.

Contractor may be requested to perform work after hours.

10. AVAILABILITY AND DEADLINES

The Technical Authority shall contact the Contractor by email and/or by telephone and receive a response from the supplier within 4 regular business hours. Regular work shall be scheduled a minimum of one week in advance between the LAC Technical Authority and the Contractor. The contractor shall be able to provide resources within 48 hours for short notice urgent requests.



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ANNEX "B"

BASIS OF PAYMENT

To be completed at contract award

Please refer to Attachment 1 to Part 3 - Pricing Schedule



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ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST



Government of Canada /
Gouvernement du Canada

Contract Number / Numéro du contrat 8035
Security Classification / Classification de sécurité UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

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



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Security Classification / Classification de sécurité

UNCLASSIFIED

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? No / Non Yes / Oui
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non 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 / COTE DE FIABILITÉ
- TOP SECRET - SIGINT / TRÈS SECRET - SIGINT
- SITE ACCESS / ACCÈS AUX EMPLACEMENTS
- CONFIDENTIAL / CONFIDENTIEL
- NATO CONFIDENTIAL / NATO CONFIDENTIEL
- SECRET / SECRET
- NATO SECRET / NATO SECRET
- TOP SECRET / TRÈS SECRET
- COSMIC TOP SECRET / COSMIC TRÈS SECRET

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 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 / Non Yes / Oui

If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / 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?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / 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 Yes / 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 renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui



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Contract Number / Numéro du contrat
 8035
 Security Classification / Classification de sécurité
 UNCLASSIFIED

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	Protected / Protégé			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens / Production	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Media / Support TI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Link / Lien électronique	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

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

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

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



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PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Valérie Roux		Title – Titre Team Lead, Accommodations & Workplace Strategies, Real Property Branch	Signature Roux, Valerie <small>Digitally signed by Valerie Date: 2024.03.13 21:19:10 -0400</small>
Telephone No. - N° de téléphone 819-861-2908	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel valerie.roux@bac-lac.gc.ca	Date 2023/11/29
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Yan Blakeney-Galipeau		Title – Titre Personnel Security Officer	Signature BlakeneyGalipeau, Yan <small>Digitally signed by BlakeneyGalipeau, Yan Date: 2024.03.13 10:13:00 -0400</small>
Telephone No. - N° de téléphone 613-790-1134	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel yan.blakeney-galipeau@bac-lac.gc.ca	Date 2024/03/13
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) Anne-Marie Aubry		Title – Titre Procurement Team Leader	Signature Aubry, AnneMarie <small>Digitally signed by Aubry, AnneMarie Date: 2024.04.16 08:47:07 -0400</small>
Telephone No. - N° de téléphone 873-353-7351	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel anne-marie.aubry@bac-lac.gc.ca	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Janette Meinert Contract Security Officer Janette.Meinert@tpsgc-pwgsc.gc.ca		Title – Titre	Signature Meinert, Janette <small>Digitally signed by Meinert, Janette Date: 2024.04.10 07:53:36 -0400</small>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date



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ANNEX "D" ELECTRONIC PAYMENT INSTRUMENTS



PROTÉGÉ B lorsque rempli
PROTECTED "B" when completed

T1204 Information Reporting by Contractor for the payment of invoices

Information T1204 à transmettre par l'entrepreneur pour le paiement des factures

1. The Contractor shall provide the following information within 15 calendar days from date of award of the contract; and return this form with the signed contract. This is a condition of payment.

1. L'entrepreneur doit fournir l'information suivante dans les 15 jours suivant la date d'attribution du marché et retourner ce formulaire avec le contrat signé. Il s'agit d'une condition de paiement.

- a. the legal name of the entity or individual, as applicable, i.e. the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code;

- a. l'appellation légale de l'entité ou du particulier, selon le cas, i.e. le nom associé au numéro d'assurance sociale (NAS) ou au numéro d'entreprise, ainsi que l'adresse et le code postal;

Name / Nom:

Adresse / Adresse:

Are you a former public servant or a person that was incorporated, receiving a GOC pension or lump sum payment? / Êtes-vous un ancien fonctionnaire ou une personne s'étant constituée en société recevant une pension du GC ou un montant forfaitaire?

Yes / Oui

No / Non

Are you an aboriginal supplier?

Êtes-vous un fournisseur autochtone?

Yes / Oui

No / Non

- b. The status of the Contractor:

- b. Le statut juridique de l'entrepreneur:

Individual / Particulier

Partnership / Société de personnes

Corporation / Société

- c. Dans le cas d'un particulier, le NAS de l'entrepreneur ou le numéro d'entreprise ou le numéro de la taxe sur les produits et services (TPS) ou de la taxe de vente harmonisée (TVH) / For individuals, the Contractor's SIN and, if applicable, the BN, or the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number;

- d. Dans le cas d'une société de personnes et d'une société, le numéro d'entreprise, ou si ce dernier n'est pas disponible, le numéro de TPS/TVH. En l'absence d'un numéro d'entreprise ou de TPS/TVH, une société devra fournir son numéro d'impôt de société du feuillet T2, tandis qu'une société de personnes devra fournir le NAS de l'associé qui a signé le marché / For partnerships and corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, corporations must provide their T2 Corporation Tax number, while partnerships must provide the SIN of the partner who has signed the contract; and;

Contractor's SIN: / NAS de l'entrepreneur:

GST/HST number: / Numéro TPS/TVH:

Business Number/ Numéro d'entreprise:

T2 Corp. Tax number: / Numéro d'impôt de société T2

- e. the following certification signed by the Contractor or an authorized officer:

- e. l'attestation suivante, signée par l'entrepreneur ou son représentant autorisé :

"I certify that I have examined the information provided above, including the legal name, address, and Canada Customs and Revenue Agency identifier, (c) or (d) as applicable, and that it is correct and complete, and fully discloses the identification of this Contractor."

« Je certifie par la présente que j'ai examiné tous les renseignements fournis ci-dessus, y compris l'appellation légale, l'adresse et le numéro identificateur de l'Agence des douanes et du Revenu du Canada, c) ou d) selon le cas, qu'ils sont corrects et complets et qu'ils divulguent clairement l'identité du présent entrepreneur. »

Signature

date



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Demande d'inscription au dépôt direct pour les fournisseurs canadiens

PROTÉGÉ B lorsque rempli
PROTECTED "B" when completed
Direct Deposit Enrollment Request for Canadian suppliers

Pour les paiements fait au Canada seulement

For payments deposited in Canada only

Demande initiale
New Request

Modification
Change

Annulation
Cancellation

A REMPLIR ÉLECTRONIQUEMENT OU Écrire lisiblement

FILL FORM ELECTRONICALLY OR print clearly

Nom du particulier ou de l'entreprise
Surname or CO Name

Prénom
Given Name

Adresse
Address

Ville
City

Code postal
Postal Code

Province

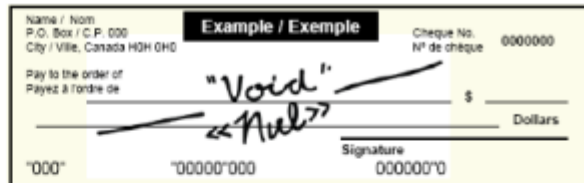
Courriel
E-Mail

Téléphone
Telephone

S.V.P. joindre un spécimen de chèque avec la mention 'NUL' pour votre compte bancaire. Si vous n'avez pas de compte chèque, compléter cette section avec vos informations bancaires.

Please attach a blank cheque for your bank account with 'VOID' written on it. If you don't have a chequing account fill this section with your banking information.

Nom et adresse de l'institution financière
Financial institution's name and address



N° succursale - Branch No

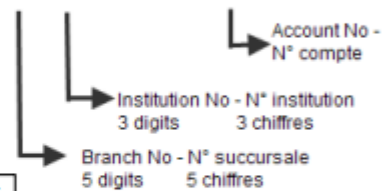
N° institution - Institution No

N° compte - Account No

For finance use only/ Pour finances seulement

Code S- _____

By / Par: _____



Attestation

En tant que bénéficiaire des paiements, j'autorise BAC à déposer mes remboursements dans le compte bancaire mentionné ci-dessus et ce, jusqu'à nouvel ordre.

Signature

Certification

I, as the person entitled to receive the payments, authorize LAC to deposit my reimbursements into the above-noted bank account until further notice.

Tel -Tél.

Date



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PROTÉGÉ B lorsque rempli
PROTECTED "B" when completed

Renseignements supplémentaires

- Ne remplissez pas ce formulaire si vous avez déjà demandé le dépôt direct et que les renseignements n'ont pas changé.
- Si vous changez de compte bancaire détenu au Canada dans lequel nous déposons un paiement, assurez-vous de nous informer des renseignements relatifs à votre nouveau compte bancaire. De plus, assurez-vous que le paiement est déposé dans le nouveau compte bancaire avant de fermer l'ancien.
- Votre demande de dépôt direct restera en vigueur jusqu'à ce que vous modifiiez les renseignements originaux ou que vous annuliez le service.
- Pour interrompre le dépôt direct veuillez remplir ce formulaire en omettant les informations bancaires et en cochant la case 'Annulation'.
- Vous recevrez un courriel contenant le numéro de facture et le montant lorsqu'un paiement sera émis.
- Envoyez votre formulaire dûment rempli par télécopieur au 819-934-5264 ou par courriel à bac.supportfinance-financesupport.lac@canada.ca ou par la poste à Bibliothèque et Archives Canada, Finance, 550 boul de la Cité, 8^{ème} étage, Gatineau QC K1A 0N4

More information

- Please do not fill in this form if you already requested the reimbursement via Direct deposit or if the banking information has not changed.
- If you are changing your bank account held in Canada into which we deposit a payment, be sure to tell us about your new bank account. In addition, make sure you do not close the old bank account before we deposit the payment into the new bank account.
- Your direct deposit request will stay in effect until you change the information or cancel the service.
- To cancel direct deposit service, send this form without the banking info and tick the Cancellation Box
- You will receive an e-mail with the invoice number and the amount to notify you when a payment is issued.
- Send your completed form by email at bac.supportfinance-financesupport.lac@canada.ca or by fax at 819-934-5264 or by mail at Library and Archives Canada, Finance, 550 boul de la Cité, 8th Floor, Gatineau QC K1A 0N4.