

RETURN BID TO/ RETOURNER LES SOUMISSIONS À :

CBSA / ASFC <u>CBSA-ASFC Solicitations-</u> <u>Demandes de soumissions@cbsa-asfc.gc.ca</u> Attn : Nataliya Sekret

Request for Standing Offer (DISO) to:

Canada Border Services Agency (CBSA)

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

Demande d'offre à commandes (DISO) à :

l'Agence des services frontaliers du Canada (ASFC)

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

Comments — Commentaires :

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

Issuing Office – Bureau de distribution

CBSA / ASFC 355 Ch. North River Road, 17th Floor – 17ieme étage Ottawa ON K1A 0L8

Title — Sujet:		
Records storage and Shredding services		
Solicitation No. — № de l'invitation	Date:	
PR73453 – 1000419904 PR73453 – 1000419904 – Amendment 001 PR73453 – 1000419904 – Amendment 002 PR73453 – 1000419904 – Amendment 003	May 23, 2023	

Solicitation Closes—	Time Zone —		
L'invitation prend fin	Fuseau horaire		
	ruseau noiaile		
At/à: 02:00 PM (hours/heures)	EST (Eastern Standard Time)/		
	HNE (heure normale de l'Est)		
On/le: May 26, 2023	- EDT (Eastern Daylight Saving		
	Time)/		
	HAE (heure avancée de l'Est)		
F.O.B. — F.A.B.			
Plant-Usine: 🗆 Destination: 🗆 Other — Autre: 🛛			
Address Enquiries to — Adresser toutes questions à:			
All communications related to this solicitation must be sent to:			
EMAIL: <u>CBSA-ASFC</u> Solicitations-Demandes de soumissions@cbsa-asfc.gc.ca			
Attn : Nataliya Sekret			
Telephone No. – No de téléphone:	FAX No. – No de télécopieur:		

Destination - of Goods and or Services: Destination – desbienset ou services :

Instructions: See Herein — Voir aux présentes

	Delivery Required — Livraison exigée	Delivery Offered — Livraison proposée		
е	See herein — voir aux présentes			
	Vendor/Firm Name and Address — R I'entrepreneur:	Raison sociale et adresse du fournisseur/de		
	TelephoneNo. – No de téléphone:	FAX No. – No de télécopieur:		
	Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) — Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)			

Signature

FOB

Date



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AMENDMENT No. 001

Amendment 001 is raised to revise the solicitation and to answer bidders' questions.

1. REVISIONS

1.1 At the Cover page of the RFSO, Solicitation Closes:

DELETE: May 19, 2023 INSERT: May 26, 2023

2. QUESTIONS AND ANSWERS:

Question 1: We have the first bidder's question: Would it be possible for the CBSA to consider extending the close date until May 26th? This will provide all potential suppliers just a bit more time to put together a response that will best suit Canada.

Answer 1: CBSA extends the bid closing date to May 26, 2023. **Please see Solicitation revision 1.1 above in this document.**

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.



AMENDMENT No. 002

Amendment 002 is raised to answer bidders' questions.

QUESTIONS AND ANSWERS:

Question 2: Is this RFSO for net new materials or applicable to materials that are already in storage at a vendor location?

Answer 2: It will apply to both net new and existing (if any) materials.

Question 3: If a vendor has materials in storage presently, will the cost to remove those materials, transports, and adding the boxes to a different vendor - along with internal CBSA cost to manage such disruptive relocations be calculated into the evaluation / ranking?

Answer 3: The material relocation will **not** be recalculated into the evaluation / ranking.

Question 4: In order to ensure as much satisfaction as possible from the user groups for these services, rather than utilizing a ranked process for qualified vendors, would you consider allowing your clients to select which vendor they wish to do business with from the qualified vendor list.

Answer 4: Please refer to RFSO, 7.8.1 sections a), and b).

The CBSA identified user must contact the highest-ranked offeror from the Standing Offer offeror pool for their requirements. If the highest-ranked offeror **is able to meet all requirements**, a call-up is made against its standing offer; if that offeror is unable to meet the requirements, the identified user will contact the next ranked offeror.

For call-ups estimated at or below \$40,000.00, **Identified Users may direct the call-up to any of the qualified Offerors** in the National Master Standing Offer for Services, in accordance with the *Government Contracts Regulations*.

Question 5: 7.8.1 a) <u>Right of First Refusal</u>: "The call-up procedures require that when a requirement is identified, the identified user will contact the highest-ranked offeror to determine if the requirement can be satisfied by that offeror. If the highest-ranked offeror is able to meet the requirement, a call-up is made against its standing offer. If that offeror is unable to meet the requirement, the identified user will contact the h.2.4 section where TOTAL cost is required as part of evaluation. The user should identify their requirements, they then determine their own ranking based on all TOTAL evaluated pricing and impact to determine their ranked vendors. Selection is then based on what makes best overall economic and operational sense to the user. Does CBSA agree with this approach?

Answer 5: Section 7.8.1 is the Right of First Refusal for a call-ups stage. Section 4.2.4 is for the Standing Offer basis of selection.

Section 4.2 Basis of Selection is for a selection of offerors for the pre-qualified, ranked offeror pool per geographic region. Please refer to the evaluation basis of selection procedures in Section 4 and Annex F



of the RFSO.

Question 6: 2.4: "The ranking will be applied when call-ups are considered on a first right of refusal basis from lowest cost up. At time of Call-up, the top three offerors will be contacted with a Request for quote containing additional information (942 Call-up form). The Offerors will have 2 business days to respond to the Call Up Form containing TOTAL evaluated estimation for final evaluation purposes. Ranking may be affected by final total evaluated price and the first ranked Offeror may not be the final winning offeror." How is the TOTAL evaluated price calculated?

Answer 6: The evaluation of the offerors will be conducted based on the mandatory technical criteria and financial evaluation criteria. Please refer to sections 4.1 and 4.2 of the RFSO. The offerors who meet the mandatory technical criteria and the lowest total evaluated price will be added to the list of pre-gualified offerors of the Standing Offer. Responsive offerors will be ranked by **region**.

For example, company A met the mandatory technical criteria and the price for the service is \$100.00 for Ontario region and company B met the mandatory technical criteria and the lowest price for the service is \$110.00 for Ontario region than the company A will have the first rank to be in the Standing Offers offeror list/pool, the company B will be second one. The company B can be selected if the company A does not meet the Identified Users /client's requirement.



AMENDMENT No. 003

Amendment 003 is raised to revise Annex A and RFSO and answer bidder's questions.

REVISION:

1. At the Annex A - SOW, section 6.5 and 6.6:

DELETE: The Offeror must possess as a minimum capability the ability to accurately remove containers/documents from storage, update inventory, palletize and shrink wrap the inventory material for transportation in quantities of 1,000 containers/boxes daily per warehouse location. Processing more than 1,000 containers/boxes daily may require scheduling negotiations between the Offeror and the Identified User;

INSERT: The Offeror must possess as a minimum capability the ability to accurately remove containers/documents from storage, update inventory, palletize and shrink wrap the inventory material for transportation in quantities of **250** containers/boxes daily per warehouse location. Processing more than **250** containers/boxes daily may require scheduling negotiations between the Offeror and the Identified User;

And

DELETE: The Offeror must possess as a minimum capability the ability to accurately remove containers/documents from storage, update inventory and provide secure document shredding in quantities of 1,000 containers/boxes daily per warehouse location. Processing more than 1,000 containers/boxes daily may require scheduling negotiations between the Offeror and the Identified User;

INSERT: The Offeror must possess as a minimum capability the ability to accurately remove containers/documents from storage, update inventory and provide secure document shredding in quantities of **250** containers/boxes daily per warehouse location. Processing more than **250** containers/boxes daily may require scheduling negotiations between the Offeror and the Identified User;

2. At the RFSO 7.8.1 - Call-Up Duration and Rates Validity:

DELETE: Any call-ups issued under this standing offer is valid for a maximum of 24 months. **INSERT:** Any call-ups issued under this standing offer is valid for a maximum of **12** months.

QUESTIONS AND ANSWERS:

Question 7: Term: Can you clarify what the contracted term is, along with what the option year(s) are along with how the option is put into place (mutual, CBSA elective, 60 days' notice)?

Answer 7: Please refer to 1.2 Summary, 1.2.1 section, paragraph 2. The Initial contract term is one-year contract term period (12 months) and two one-year irrevocable options. The one –year option will be put into place by the contract amendment *before* 60 days' notice.

For example, the initial call-up will be awarded for a one-year period, from June 1, 2023 to May 31, 2024. If the client confirms that the supplier's service is required, the first one-year option will be awarded by call-up amendment 001, period June 1, 2024 to May 31, 2025, and the second one-year period will be awarded by call-up amendment 002, period June 01, 2025 to May 31, 2026.



Question 8: Call Up Value: What is the maximum value of a Call Up – is it \$400k per year? or \$400k per Call Up? Could someone issue an \$800k call up that spans 24 months?

Answer 8: Please refer to 7.10 Limitation of Call-ups and 7.11 Financial Limitation. The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$400,000.00 (Applicable Taxes included) during the contract period unless otherwise authorized in writing by the Standing Offer Authority.

The 7.8.1 Call-up Duration and Rates Validity is amended. Please refer to the Revision 2 above.

Question 9: Background: PSPC SO/SA's no longer meet long-term storage requirements." Can you elaborate on this please.

Answer 9: Canada Border Services Agency decided to establish a CBSA Departmental Individual Standing Offer (DISO) for the service of secure off-site records storage and destruction of physical records and documents on an "as and when requested" basis. Regional call-ups will be established, from this DISO, for the following Regions: Atlantic, Quebec, National Capital (NCR), Ontario (NOR, SOR and GTA), Western/Prairies (PRA) and Pacific (PAC).

Question 10: SOW, Max Volumes Per Day: Will you consider revising this to a volume of 250 boxes per region per day? Or 1K per week?

Answer 10: CBSA amended SOW, section 6.5 and section 6.6. Please refer to Revision 1 above.

Question 11: RFSO Vendor Awards: 4.2.2 and 4.2.4: There is conflicting language on how vendors qualify; Up to how many Standing Offers will be awarded by region?

Answer 11: Please refer to 1.2 Summary, 1.2.1 section. Please refer to 4.2 Basis of Selection and Amendment 002, Q&A #5 above. No changes will be in the RFSO.

Question 12: Term for Basis of Payment: Please define what the "Standing Offer Period" is with dates. ie August 1, 2023 to March 31, 2025? Option Years?

Answer 12: Please refer to 1.2 Summary, 1.2.1 section, Paragraph 2 and QA #7 above.

Question 13: How will CBSA develop a proper *Return on Investment model* to determine if moving accounts between vendors makes economic and operational sense? This model should expand beyond a vendor price comparison model, but one that properly tracks all associated expenditures both externally and internally to ensure the best decisions are developed and defendable for Canada and their taxpayers.

Answer 13: CBSA is working on a long term plan for records storage. This DISO will provide CBSA the time needed to establish one.



Question 14: Why did CBSA elect to disregard the "proprietary" nature of some of the previously submitted questions (that formed Amendment #2) and release to all?

Answer 14: CBSA provides answers to all bidders in the transparent and open manner via RFSO amendments. The duplicated questions are answered by references to the previous amendments.



PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes.

1.2 Summary

1.2.1 Canada Border Services Agency (CBSA) has required to establish a Departmental Individual Standing Offer (DISO) for the service of secure off-site records storage and destruction of physical records and documents on an "as and when requested" basis. Regional call-ups will be established, from this DISO, for the following Regions: Atlantic, Quebec, National Capital (NCR), Ontario (NOR, SOR and GTA), Western/Prairies (PRA) and Pacific (PAC). The services are to be provided on an "as and when requested" basis for the duration of the Standing Offer period.

It is intended to result in the award of up to two (2) Standing Offer for each of the six (6) Regions: Atlantic, Quebec, National Capital Region (NCR), Ontario (NOR, SOR and GTA), Western/Prairies (PRA) and Pacific (PAC) for one year plus two one-year irrevocable options, allowing Canada to extend the term of the contract(s). Please refer to Annex F for further details on the geographical locations.

1.2.2 The requirement is subject to a preference for Canadian services.



- 1.2.3 This procurement is limited to Canadian services.
- 1.2.4 The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7A - Offer, and Part 7B - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity -Certification.
- 1.2.5 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Colombia Free Trade Agreement (CCFTA), the Canada–Honduras Free Trade Agreement (CHTA), the Canada-Panama Free Trade Agreement (CPFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), the Canada-Free Trade Agreement (CFTA), the Canada-Ukraine Free Trade Agreement (CUFTA), the Canada-Korea Free Trade Agreement (CKFTA), and the Canada-United Kingdom Trade Continuity Agreement (Canada-UK TCA).

1.3 Security Requirements

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, offerors should refer to the <u>Contract Security Program</u> of Public Works and Government Services Can*ada* (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.

1.4 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.



PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The <u>2006 (2022-12-01)</u> Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of <u>2006</u>, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 180 days

2.2 Submission of Offers

- 2.2.1 Unless specified otherwise in the RFSO, bids must be received by the Contract Authority by the date, time and place indicated on page 1 of the solicitation. Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to CBSA will not be accepted.
- 2.2.2. If your bid is 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.

2.3 Former Public Servant – Competitive - Offer

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 FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer non-responsive.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the <u>Financial Administration</u> <u>Act</u> R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;



c. a partnership made of former public servants; or

d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES** () **NO** ()

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

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

By providing this information, Offerors agree that the successful Offeror'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 <u>Contracting Policy Notice: 2019-01</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES** () **NO** ()

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;

g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.



2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 5 days calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

2.5 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

2.6 Bid Challenge and Recourse Mechanisms

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



PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

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

Section I: Technical Bid (soft copy) Section II: Financial Bid (soft copy) Section III: Certifications not included in the Technical Bid (soft copy)

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

- **NOTE:** The maximum size per email (including attachments) is limited to 15MB. If the limit is exceeded, your e-mail might not be received by the CBSA. It is suggested that you compress the e-mail size or send multiple e-mails to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for the CBSA to receive the proposal by the closing period indicated in this RFP. For bids transmitted by e-mail, CBSA will not be responsible for any failure attributable to the transmission or receipt of the e-mail bid. The CBSA will send a confirmation e-mail to the Bidder(s) when the submission is received.
- (b) **Format for Bid:** Canada requests that bidders follow the format instructions described below in the preparation of their bid :
 - i. use a numbering system that corresponds to the bid solicitation;
 - ii. include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
 - iii. Include a table of contents.
- (c) Canada's Policy on Green Procurement: The policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process See the <u>Policy on Green Procurement</u> (<u>http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html</u>). To assist Canada in reaching its objectives, bidders are encouraged to:
 - i. use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
 - ii. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Offer (Annex B)

The technical offer consists of the following:

1. Offer Submission Form: Offerors are requested to include the Offer Submission Form Attachment 3 to Part 3 with their offers. It provides a common form in which offerors can provide information required for evaluation and standing offer issuance, such as a contactor name, the Offeror's Procurement Business Number, the Offeror's status under the Federal Contractors Program for Employment Equity, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Offer Submission Form is incomplete or requires correction, Canada will provide the Offeror with an opportunity to do so.



2. **Substantiation of Technical Compliance:** In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work in Annex B.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex C, Basis of Payment.

3.1.1 Electronic Payment of Invoices - Offer

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.

If Annex D Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

III: Certifications

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

Section IV: Additional Information

3.1.2 Offeror's Proposed Sites or Premises Requiring Safeguarding Measures

3.1.2.1 As indicated in Part 6 under Security Requirements, the Offeror must provide the full addresses of the Offeror's and proposed individuals' sites or premises for which safeguarding measures are required for Work Performance:

Street Number / Street Name, Unit / Suite / Apartment Number City, Province, Territory / State Postal Code / Zip Code Country

3.1.2.2 The Company Security Officer must ensure through the <u>Contract Security Program</u> that the Offeror and proposed individual(s) hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.



4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (c) The evaluation team will determine if there are two or more offers with a valid Canadian Content certification with the offers coming from two or more Offerors that are not affiliated within the meaning used in the <u>Competition Act</u>, R.S.C., 1985, c. C-34. In that event, only those offers with a valid certification will be eligible to be issued a standing offer; otherwise, all offers will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that offers are non-responsive or withdrawal of offers by Offerors, that there are no longer two (2) or more responsive offers with a valid certification, then all responsive offers will be eligible to be issued a standing offer. Canada may conduct the validation of Canadian content certifications at any time in the evaluation process including doing so concurrently with other steps.

4.1.1 Technical Evaluation

All offers submitted must be completed in full and provide all of the information required in the Request for Standing Offer (RFSO) package to enable a full and complete evaluation. If the requirement is not addressed in the Offeror's offer, the offer will be considered incomplete or no-responsive and will be rejected. The onus is on the Offeror to provide all the information necessary to ensure a complete and accurate assessment.

4.1.1.1 Mandatory Technical Criteria

The mandatory technical evaluation criteria are detailed in Annex B to Part 3 Mandatory Technical Criteria.

4.1.2 Financial Evaluation

The financial evaluation will be conducted by calculating the Total Aggregated Offer Price in accordance with the pricing tables provided in Annex C, Basis of Payment to Part 3.

4.1.3 Financial evaluation criteria

SACC Manual Clause M0220T (2016-01-28), Evaluation of Price - Offer

4.2 Basis of Selection

- 4.2.1 The Basis of Selection will be made on a per geographic region basis.
- 4.2.2 Those Offers meeting the Mandatory Technical and Financial Criteria with the "lowest Total evaluated Offer Price" in each geographical region will be recommended for issuance of a Standing Offer.
- 4.2.3 An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive.



4.2.4 All responsive offers will be recommended for issuance of a Standing Offer and the prices, rates and services of all responsive Offerors will be administered by the Standing Offer Authority. Responsive offerors will be ranked by region and stream starting with lowest cost compliant. The ranking will be applied when call-up are considered on a first right of refusal basis from lowest cost up. At time of Call-up, the top three offerors will be contacted with a Request for quote containing additional information (<u>942 Call-up form</u>). The Offerors will have 2 business days to respond to the Call Up Form containing TOTAL evaluated estimation for final evaluation purposes. Ranking may be affected by final total evaluated price and the first ranked Offeror may not be the final winning offeror.

5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the <u>Forms for the Integrity Regime</u> 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 the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror 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 offer 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 <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ciif/politique-policy-eng.html), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror 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 an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.



Canada will also have the right to terminate the Call-up for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Offeror must provide the Standing Offer Authority with a completed annex titled <u>Federal Contractors</u> <u>Program for Employment Equity - Certification</u>, before the issuance of a Standing Offer. If the Offeror is a Joint Venture, the Offeror must provide the Standing Offer Authority with a completed Attachment 4, Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2.3 Canadian Content Certification

SACC Manual clause A3050T (2020-07-01) Canadian Content Definition



PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

- 1. Before issuance of a standing offer, the following conditions must be met:
 - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A -Standing Offer;
 - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7A - Standing Offer;
 - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
 - (d) the Offeror's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7A Standing Offer;
 - (e) the Offeror must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
- 2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful Offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
- 3. For additional information on security requirements, offerors should refer to the <u>Contract Security</u> <u>Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/escsrc/introduction-eng.html) website.

6.2 Security clauses

Security requirement for Canadian supplier: Public Works and Government Services Canada (PWGSC) file # Common-professional services security requirement check list #9

- 1. The contractor/offeror must, at all times during the performance of the contract/standing offer, hold a valid designated organization screening (DOS) with approved document safeguarding at the level of protected B, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC);
- 2. The contractor/offeror personnel requiring access to **protected** information, assets or work site(s) must **each** hold a valid **reliability status**, granted or approved by the CSP, PWGSC;
- The contractor must not utilize its Information Technology systems to electronically process, produce or store protected information until the CSP, PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of protected B;
- 4. Subcontracts which contain security requirements are **not** to be awarded without the prior written permission of the CSP, PWGSC; and
- 5. The contractor/offeror must comply with the provisions of the:
- a. Security Requirements Check List
- b. Contract Security Manual (latest edition)



6.3 Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex E.

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.



PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

- 7.1 Offer
- 7.1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex A.

7.2 Security Requirements

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

7.2.2 Offeror's Sites or Premises Requiring Safeguarding

7.2.2.1 Where safeguarding measures are required in the performance of the Work, the Offeror must diligently maintain up-to-date the information related to the Offeror's and proposed individuals' sites or premises for the following addresses:

Street Number / Street Name, Unit / Suite / Apartment Number City, Province, Territory / State Postal Code / Zip Code Country

7.2.2.2 The Company Security Officer must ensure through the <u>Contract Security Program</u> that the Offeror and individual(s) hold a valid security clearance at the required level.

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

<u>2010B</u> (2022-12-01), General conditions: Professional services (medium complexity) apply to and form part of the Standing Offer.

7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The quarterly reporting periods are defined as follows:

first quarter: April 1 to June 30 second quarter: July 1 to September 30 third quarter: October 1 to December 31 fourth quarter: January 1 to March 31

Electronic reports in Excel spreadsheet format (Annex H) must be completed and forwarded to the Standing Offer Authority no later than fifteen (15) calendar days after the end of the quarterly period.



All data fields of the report must be completed as requested. If some data is not available, the reason must be indicated in the report. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

Failure to provide fully completed reports in accordance with the above instructions may result in the setting aside of the Standing Offer and the application of a vendor performance corrective measure.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

Will be completed at Standing Offer issuance.

The period for making call-ups against the Standing Offer is from ______ to _____.

7.4.2 Extension of Standing Offer

Will be completed at Standing Offer issuance.

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional _____ period, from _____ to ____ under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority <u>30 days before the expiry date</u> of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is: Will be completed at Standing Offer issuance.

Name:	 _
Title:	
Organization:	
Address:	

Telephone: _____- _ ____- _ _____ Facsimile: _____- _ ____-

E-mail address:

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

7.5.2 Project Authority

The Project Authority for Standing Offer is identified in the call-up against the Standing Offer.



The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

7.5.3 Offeror's Representative

Will be completed at Standing Offer issuance

The Offeror for the Standing Offer is:

Name:			
Title:			
Organiza	ition: _		
Address			

Telephone:	 	
Facsimile:	 	
E-mail address:	 	

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a *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 <u>Contracting Policy Notice: 2019-01</u> of the Treasury Board Secretariat of Canada.

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is the Canada Border Services Agency (CBSA).

7.7.1 Authority to Call-up Services

In all instances, the Identified User is responsible for ensuring that all information identified (a through e) is provided to the standing offer authority to initiate the call-up service:

- a. Sufficient funds are available for the services called up;
- b. The maximum value for individual call-ups made pursuant to the Standing Offer is not exceeded;
- c. The services received are as specified in the Standing Offer;
- d. The invoiced rates are in accordance with the Standing Offer;
- e. The service period does not exceed call-up duration limits.

7.8 Call-up Procedures

The Identified User will issue a call-up instrument when the work is required.

7.8.1 Call-Up Duration and Rates Validity

Any call-ups issued under this standing offer is valid for a maximum of **12** months.



a) Right of First Refusal call-up process

The call-up procedures require that when a requirement is identified, the identified user will contact the highest-ranked offeror to determine if the requirement can be satisfied by that offeror. If the highest-ranked offeror is able to meet the requirement, a call-up is made against its standing offer. If that offeror is unable to meet the requirement, the identified user will contact the next ranked offeror. The identified user will continue and proceed as above until one offeror indicates that it can meet the requirement of the call-up. In other words, call-ups are made based on the "right of first refusal" basis. When the highest-ranked offeror is unable to fulfill the need, the identified user is required to document its file appropriately. The resulting call-ups are considered competitive and the competitive call-up authorities can be used.

(b) Directed Method for Requirements of \$40,000.00 or below

For call-ups estimated at or below \$40,000.00 CDN (applicable taxes and any amendments included), Identified Users may direct the call-up to any of the qualified Offerors in the National Master Standing Offer for Services, in accordance with the *Government Contracts Regulations*.

7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below

- 1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
- 2. Any of the following forms could be used which are available through <u>PWGSC Forms Catalogue</u> website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer
 - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer Multiple Delivery
 - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
 - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

- 3. An equivalent form or electronic call-up document which contains at a minimum the following information:
 - standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer;
 - description and unit price for each line item;
 - total value of the call-up;
 - point of delivery;
 - confirmation that funds are available under section 32 of the Financial Administration Act;
 - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$400,000.00 (Applicable Taxes included).

7.11 Financial Limitation



The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$400,000.00 (Applicable Taxes included) unless otherwise authorized in writing by the Standing Offer Authority.

The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized. The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or six (6) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

7.12 **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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2006 (2022-12-01), Standard Instructions Request for Standing Offers Goods or Services Competitive Requirements;
- d) the general conditions <u>2010B</u> (2022-12-01), General Conditions Professional Services (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Mandatory Requirements;
- g) Annex C, Basis of Payment;
- h) Annex D, Electronic payment instrument;
- i) Annex E, Insurance;
- j) Annex F, Geographical Regions;
- k) Annex G, Security Requirements Check List;
- I) Annex H, Quarterly Standing Offer Report; and
- m) the Offeror's offer dated ______ (*To Be Inserted Upon Contract Award*) As Clarified On "Or" As Amended _____(*To Be Inserted Upon Contract Award*), if applicable.

7.13 Certifications and Additional Information

7.13.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

7.13.2 Federal Contractors Program for Employment Equity - Setting aside

The Offeror understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Offeror and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Standing Offer. If the AIEE becomes invalid, the name of the Offeror will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC may result in the setting aside of the Standing Offer.

7.13.3 SACC Manual Clauses

M3020C (2016-01-28), Status of Availability of Resources – Standing Offer

7.14 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.



B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

7.1 Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

<u>2010B</u> (2022-12-01), General Conditions – Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 15, Interest on Overdue Accounts, of 2010B General Condition – Professional Service (Medium Complexity) will not apply to payments made by credit cards.

7.3 Term of Contract

7.3.1 The work must be completed in accordance with the call-up against the Standing Offer(s).

7.4 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 <u>Contracting Policy Notice: 2019-01</u> of the Treasury Board Secretariat of Canada.

7.5 Payment

7.5.1 Basis of Payment

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

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

7.5.2 Limitation of Price

SACC Manual clause C6001C (2017-08-17) - Limitation of Expenditure

7.5.3 Monthly Payment

SACC Manual clause H1008C (2008-05-12) – Monthly Payment

7.5.4 Electronic Payment of Invoices – Call-up



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

a. Direct Deposit (Domestic and International)

7.6 Invoicing Instructions

- a. The Contractor must submit invoices in accordance with the information required in the General Conditions.
- b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision, and must show the applicable contract number.
- c. By submitting invoices the Contractor is certifying that the goods and/or services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- d. All invoices must be submitted using the following method (only one copy of the invoice should be sent to the Agency):

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

vendors-fournisseurs@cbsa-asfc.gc.ca

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

Direct Deposit:

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

Please contact <u>ca-ci@cbsa-asfc.gc.ca</u> to obtain additional information, to confirm direct deposit enrolment process and the steps to be followed.

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

7.7 Insurance Requirements

7.7.1 Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex E. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the



insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.8 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "<u>FCP Limited Eligibility to Bid</u>" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.9 Dispute Resolution

The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.

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.

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.

Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "<u>Dispute Resolution</u>".

7.10 Examination of Contractor's Capability

The Contractor agrees that, representatives of Canada may conduct, at their discretion, a survey of its facilities, to determine the technical capabilities for performance of the Work described herein. The Contractor hereby agrees to make its facilities, including its resources and documentation, available for this purpose.

7.11 Site Regulations

The Contractor undertakes and agrees to comply with all standing orders or other regulations, in force on the site where Work is to be performed, relating to the safety of persons on the site or the protection of property against loss or damage from any and all causes including fire.



ANNEX A

STATEMENT OF WORK

1.0 Title

Provision of Records storage and Shredding services.

2.0 Objective

Canada Border Service Agency (CBSA) has a requirement to establish a Departmental Individual Standing Offer (DISO) for the service of secure off-site records storage and destruction of physical records and documents on an "as and when requested" basis. Regional call-ups will be established from this DISO for the following Regions: Atlantic, Quebec, National Capital (NCR), Ontario (NOR, SOR and GTA), Western/Prairies (PRA) and Pacific (PAC).

3.0 Background

Library and Archives Canada (LAC) made the decision to store only information resources of enduring value on behalf of the Government of Canada. CBSA then established records storage and shredding service contracts via PSPC Standing Offer's (SO) to address our ongoing requirements for off-site records storage. These contracts have been implemented using regional call-ups under the NMSO's. PSPC SO/SA's no longer meet long-term storage requirements. CBSA is now looking to establish a DISO, to generate Call-ups for each of our Regional teams.

4.0 Scope of Work

To provide secure storage services of physical documents up to the protected B level (paper, hard copy, etc.). The work includes ancillary services related to the stored documents.

The Offeror will provide services to CBSA in the following Regions: Atlantic, Quebec, National Capital (NCR), Ontario (NOR, SOR and GTA), Western/Prairies (PRA) and Pacific (PAC). Requirements include transportation services between the Offeror's facility and multiple CBSA facilities in the Regions. Boxes will be stored in the service provider's facilities under climate-controlled conditions. The Offeror must have an inventory and tracking system into which CBSA data on the containers/documents will be uploaded and maintained by the Offeror for CBSA. The containers/records must be accessible to CBSA upon request and eligible for refile as required. The Offeror will also provide destruction services for the documents.

5.0 Task and Activities

The Offeror must demonstrate its capability to:

- 5.1 Receive, record and store documents/records, such as but not limited to correspondences, memoranda, books, plans, maps, drawings, diagrams, pictorial/graphic works, photographs, films, microfilms, sound recordings, videotapes, machine-readable records and any other documentary material regardless of physical form or characteristics.
- 5.2 Provide local personnel from the Records Warehouse Facilities to be available to answer CBSA enquiries for pick up, delivery and destruction requirements during regular business hours of 8:00 a.m. 5:00 p.m. from Monday to Friday inclusive in all of the time zones in which services are to be provided, except statutory holidays.



- 5.3 Provide, distribute, and maintain adequate supplies of all necessary forms, bar codes, and labels as may be required to provide the essential storage services effectively.
- 5.4 Provide capability to analyze information and issue management reports and recommendations to meet the call-up authorities' Record keeping and business objectives.
- 5.5 Provide services and actions performed to complete the process of introducing new records containers to the inventory storage system as
 - Media requiring access to storage include the following:
 - Container(s)
 - File(s)
 - Media item(s), and
 - The capture of all metadata provided by the identified user in an electronic format compatible with the Offeror's Information Technology (IT) system.
 - Minimum Metadata requirements must include tombstone data such as :
 - Locating/ finding aids and data
 - Bar code, unique identifier data
 - Ownership data
 - Description(s), and
 - Dates.
 - Metadata requirements may include the following as directed by the identified user:
 - Accession Number
 - Amended Date
 - Client
 - Creation Date
 - Cost Centre (owner)
 - Cost Centre (bill to)
 - Container Number
 - o Container Bar code
 - Location Description
 - Container Type
 - Container size
 - Essential Record
 - Security Level
 - Container Group Category
 - Received Date
 - Record Date Range
 - Record Description
 - o Disposition Planned Date
 - Client Disposition Decision
 - Archivist Disposition Decision
 - Disposition Approved Date
 - Actual Disposition Date
 - Disposition Method
 - Estimated Usage
 - Media Type, and
 - Physical placement to a storage location.
- 5.6 The systems must deliver the following:
 - Comprehensive inventory management of holdings



- Provide ongoing data related to the tracking, location, audit and final disposition of hardcopy records, electronic and other media
- Accurate retrieval requests and on-time delivery
- Immediate update/changes to authorized users list
- Set up/establish new user organizations
- Initiate and review online invoice inquiries
- Real-time inventory of the Identified Users' information holdings, and
- Online pickup storage requests and delivery services receipt of CBSA-owned recorded information holdings.
- 5.7 Other services
 - Inventory data conversion capabilities and services
 - Training and service program implementation
 - Reports to include
 - o Inventory
 - o Billing
 - Adhoc or user-defined reports, and
 - Destruction eligibility.
- 5.8 The Offeror must use destruction, scanning and electronic transmission equipment approved by the Royal Canadian Mounted Police (RCMP) and the Public Works and Government Services Canada (PWGSC); please refer to the links below for more information.

RCMP: <u>https://www.rcmp-grc.gc.ca/physec-secmat/res-lim/pubs/seg/html/page_0004_e.htm</u> PWGSC: <u>https://www.tpsgc-pwgsc.gc.ca/esc-src/protection-safeguarding/securiteti-itsecurity-eng.html</u>

5.9 Provide transportation pickup and delivery to and from the Identified Users' office locations within a 90 KM radius of each warehouse location across Canada (refer to the section 6.0) as and when requested.

Service Type	Request Cut Off Time	Guaranteed Pick-up/Delivery
Regular (next day)	3:30 p.m.	4:00 p.m. next business day
1/2 day service	11:00 a.m.	4:00 p.m. same day
1/2 day service	4:00 p.m.	12:00 noon next business day

5.10 Provide transportation, pickup and delivery services to and from Identified Users' office locations outside the 90 KM radius of each warehouse location across Canada, as and when requested, as requires:

A maximum of seventy-two (72) hours for pickup/delivery request time for new and return boxes.

The Offeror must demonstrate its capability for warehouse specifications, including:

- 5.11 The warehouse storage facility, including a climate-controlled fireproof vault, in at least one (1) warehouse in the geographical region, for storing electronic records, designed to protect against corruption, contamination and exposure.
- 5.12 A vault capable of maintaining a temperature of 18 degrees Celsius (+/- 2C) and 40% relative humidity (+/- 5%). The vault must further be capable of maintaining a low particulate contaminant environment.

NOTE: The climate control specifications above only apply to the vault and not to the general records storage area.



- 5.13 The warehouse Monitoring shall be 24 hours a day, seven days a week for fire, floods and unauthorized entry.
- 5.14 The warehouse constructed of fire-resistant materials, and the information holdings storage area should be windowless to provide for a more efficient climate-controlled and secure environment, as well as protect from possible storm damage, artificial or natural disaster.
- 5.15 The warehouse shall be protected by smoke detectors according to local fire codes and have appropriate fire extinguisher equipment positioned throughout the facility that is well marked as to their locations, a sprinkler system and an intrusion alarm system, all monitored by the service providers security resources or a security service company twenty-four (24) hours a day, seven (7) days a week.
- 5.16 The warehouse shall allow for all information holdings to be stored on clean, fireproof shelving units that are adequately braced and at least three (3) inches off the floor, and all shelving must meet local seismic and fire code regulations for use in a document or media storage facility.
- 5.17 The warehouse should have a Bar Code System able to identify the location of all information holdings.
- 5.18 Receiving and Shipping dock(s) shall be-capable of accommodating vehicles up to and including semi-trailers.
- 5.19 Provide boxes majorly measuring 15" L x 11 3/8" W x 10" H. (an interior measurement of 1.0 cu. Ft.) In the case of e-media, it will be transported in media transport cases.

6.0 Deliverables

The Offeror must deliver the followings:

- 6.1 Ongoing storage and maintenance of various documents/materials;
 - Media to be stored:
 - Paper
 - Electronic media
 - Microfilm

6.2 The Retrieval Services are required for the retrieval from storage of the following items:

- Container(s)
- File(s), and
- Document(s).
- 6.3 Transportation services with a secure chain of custody tracking to and from client destination and storage facility.
 - Provide delivery of the following media containers in any quantity:
 - Container(s)
 - File(s), and
 - Document(s).

NOTE: Transportation is to be provided by service providers owned vehicles or third party carrier at the determination of the Identified User.



- **A.** Alternative Delivery Services Alternative delivery methods include email attachment, secure File Transfer Protocol (FTP) transfer user pickup from FTP server and fax:
- Fax back service
- Rush 4 hours
- Emergency 90 min
- Scan On Demand
- Rush 4 hours
- Emergency 90 min

6.4 The refile/interfile (new item to file) of items are required to storage for the following items:

- Container(s)
- File(s), and
- Document(s).
- 6.5 Disposition / Relocation Services and actions performed to permanently remove items or Documents from records storage:
 - The Offeror must possess as a minimum capability the ability to accurately remove containers/documents from storage, update inventory, palletize and shrink wrap the inventory material for transportation in quantities of **250** containers/boxes daily per warehouse location. Processing more than **250** containers/boxes daily may require scheduling negotiations between the Offeror and the Identified User;
 - Report showing final disposition, inventory holding report to reflect permanent withdrawal and return to the client; and
 - Secure certified destruction is the final disposition, inventory holding report to reflect permanent withdrawal and certified destruction.

6.6 Destruction Services

- Provide secure document shredding services using shredding equipment approved by the Royal Canadian Mounted Police (RCMP) for the bulk destruction of documents/records material up to and including Protected B, as described in the RCMP Security Equipment Guide. The Offeror will provide a Certificate of Destruction and update the inventory holdings report to reflect the permanent withdrawal and certified destruction;
- The Offeror must possess as a minimum capability the ability to accurately remove containers/documents from storage, update inventory and provide secure document shredding in quantities of **250** containers/boxes daily per warehouse location. Processing more than **250** containers/boxes daily may require scheduling negotiations between the Offeror and the Identified User;
- The Offeror will provide a closed loop destruction service (unbroken chain of custody from storage to certified confidential destruction);
- The same levels of security and protection of information must be provided in the destruction facilities as is required for storage facilities; and
- The Offeror must provide plant document destruction services.

NOTE: The link to access the complete list of approved equipment can be found in Appendix "1".

- 6.7 A reporting system with delivery details at an individual cost center and roll up to the departmental level. The system may be described as an Inventory Control/Inventory Management Asset tracking system. This system must have web-enabled Bar Coding capability, providing reports and form customization in both official languages.
- 6.8 Secure on-site document destruction services following Government of Canada security specifications. The Offeror will provide a Certificate of Destruction with the appropriate invoice. The Certificate of Destruction will identify the material destroyed, the date of destruction, and the signature of the individual who witnessed the destruction.
- 6.9 An on-site audit room at each warehouse(s) for the use by Identified Users to examine the requested information for their inspection. The room must be equivalent to the Offeror's standard office environment and equipped with one work table and two chairs of sufficient size to accommodate two individuals.
- 6.10 Provide chain of custody tracking and reporting for each pickup/ delivery request.
- 6.11 The Offeror must provide:
 - Various standard storage cartons on demand
 - Carton types required for storage of:
 - A standard letter or legal-sized paper documents (one-piece container lid included);
 - Container for specialty paper documents: cheques, T4s; and
 - Large document containers: blueprints, architectural plans, engineering drawings.
- 6.12 Provide designated Identified Users with Administrator Access rights to the web-base for maintaining/monitoring the authorized access level control lists of Identified User employees such as:
 - Agency Administrator(s) to have access to all individualized accounts;
 - Branch Administrator(s) to have access to specific Branch information; and
 - Regional Administrator(s) to have access to particular Region information.
- 6.13 Provide all necessary web-based Clients training for Identified Users from the specific Regions as requested.
- 6.14 Upon destruction of material and provided at the service call, a certificate of destruction certifying that the material has been destroyed adequately to the Identified User. The Certificate must specify the number of units destroyed and the date and time of destruction, and the signature of the individual who witnessed the destruction.

7.0 Language of Work

The Offeror must ensure that:

- 1. All services and communications, written or verbal, are provided in both official languages where applicable; and
- 2. All online, web-based customer-accessed systems must be offered in both official languages of Canada. This includes all customer services using any web-based, telephony or call-center customer service interfaces.

8.0 Location of Work

CBSA has multiple office locations for the Offeror's services, including Vancouver (BC), Victoria (BC), Nanaimo (BC), Edmonton (AB), Calgary (AB), Regina (SK), Saskatoon (SK), Winnipeg (MB), Ottawa



(ON), Windsor (ON), Niagara Falls (ON), Mississauga (ON), Hamilton (ON), Scarborough (ON), Toronto (ON), Kitchener (ON), Montreal (QC), Quebec City (QC), Halifax (NS), Sydney (NS), St. Johns (NL), Woodstock (NB), and Saint John (NB).

9.0 Shredding Equipment

The following equipment is approved for the bulk destruction of paper documents, including the level of Protected B, according to RCMP standards for High Volume / Commercial Destruction (HVCD/PB). The offeror must demonstrate that any equipment used for document destruction to the protected B level meets or exceeds the CISD standards.

Please refer to RCMP manual G1-001 for the latest list of approved equipment at: <u>https://www.rcmp-grc.gc.ca/physec-secmat/pubs/gcpsg-gsmgc-001-eng.htm</u>



ANNEX B

MANDATORY TECHNICAL CRITERIA

Offerors are invited to ensure that all information provided clearly and completely demonstrates full compliance to each requirement for every stream (including General conditions) in their bid.

МТС	Mandatory Technical Criteria	MET/ NOT MET
	The Offeror must demonstrate in the Technical Proposal that its company/firm has a minimum of five (5) years' experience in the last ten (10) years providing all of the following: Records storage and management services; Vault storage services; Shredding Services.	
	Capability:	
MTC1	In order to demonstrate compliance with this criterion, Offerors must have cumulative document storage, managing and shredding services experience of a minimum of (5) years' experience in the last ten (10) years. Acceptable means of demonstrating compliance:	
Experience of the Firm	Supplier past contracts performed during the last ten (10) years describing comparable work with contact information for validation.	
	*** To demonstrate experience, the offeror must provide project summaries that each include the following information: Name of client organization; Description of project, scope and objectives; The supplier role, tasks performed, and deliverables submitted; Duration of project (in format mm-yyyy to mm-yyyy) Name and contact information of client contact ***	
	The Offeror must have a records storage warehouse(s) in each of the geographical regions for which an offer is submitted.	
	Capability:	
MTC2.1 Facilities	In order to demonstrate compliance with this criterion, Offerors must provide the complete civic address of each records storage warehouse in the geographical region(s) being offered in Annex "F" - Facilities by Geographical Region. Acceptable means of demonstrating compliance:	



	Civic Address as well as the description of each warehouse.	
	The Offeror must demonstrate that in each geographical region being offered it is capable of providing the following services within that geographical region (all three services must be located within the geographic region being offered): records centre storage services; vault storage services; plant destruction services.	
	Capability:	
MTC2.2 Facilities	In order to demonstrate compliance with this criterion, Offerors must complete the requested information in Annex "F" - Facilities by Geographical Region. Acceptable means of demonstrating compliance: Civic address information is required for all warehouse(s) (buildings) and the service(s) provided at each location.	
	The Offeror must demonstrate that in each geographical region being offered, its total storage capacity (occupied or unoccupied) can store a minimum of 300,000 cubic feet. Capability:	
MTC2.3 Facilities	In order to demonstrate compliance with this criterion, Offerors must complete the requested information in Annex "F" - Facilities by Geographical Region.	
	Acceptable means of demonstrating compliance: Civic address information is required for all warehouse(s) (buildings) and storage capacity of each location.	
MTC2.4 Facilities	The Offeror must demonstrate that the storage warehouse(s) meets all the specifications stated in Item 5.0 of the Statement of Work, Annex "A ".	
МТСЗ	The Offeror must demonstrate that they can provide a bilingual 24/7 web-based tracking system for on-line inventory, control, retrieval, disposal and delivery services, as well as a toll free customer service adaptable to each geographical region language requirements.	
Customer Service and	Capability:	
Web Tracking	In order to demonstrate compliance with this criterion, Offerors must provide a summary of operational procedures outlining the functioning of their bilingual 24/7 web-based system for on-line inventory control and service request for retrieval, disposal and delivery and telephone 800 customer	



	support capable of providing services in both official languages.	
MTC4 Bar Code Inventory System	The Offeror must demonstrate in the Technical Proposal that the records storage warehouse has a bar code inventory system. Capability: In order to demonstrate compliance with this criterion, Offerors must provide the specification of bar code inventory system being used.	
MTC5 Reporting System	The Offeror must demonstrate that they can provide customized reporting as stated under the section 5.0 of the Statement of Work Annex "A ". Acceptable means of demonstrating compliance: Two Supplier past contracts performed during the last 5 years describing comparable work with contact information for validation. *** To demonstrate experience, the offeror must provide project summaries that each include the following information: Name of client organization; Description of project, scope and objectives; The supplier role, tasks performed, and deliverables submitted; Duration of project (in format mm-yyyy to mm-yyyy) Name and contact information of client contact ***.	
MTC6 Proposed Personnel	The Offeror must identify and provide the contact information for the following individuals who will act as the: Project Manager on behalf of the Offeror for all interactions related to the offer and Call-ups under the Standing Offer, and Customer Service contact for each geographical region offered. The Project Manager must have a minimum of five (5) years of related experience. The Offeror must provide resumes for the above personnel. The resume(s) should provide details of qualifications and experience. Acceptable means of demonstrating compliance: Resume of the candidate as well as reference information for validation. *** To demonstrate experience, the offeror must provide project summaries that each include the following information: Name of client organization;	



	Description of project, scope and objectives; The supplier role, tasks performed, and deliverables submitted; Duration of project (in format mm-yyyy to mm-yyyy) Name and contact Information of client contact ***.
MTC7 Destruction Services	The Offeror must demonstrate that they can provide: Document destruction certificate. The document destruction equipment meets protected B requirements. Capability: Please provide the model of the equipment being used in accordance with Appendix 1.
MTC8 Inventory Services	The Offeror must demonstrate that they have: An effective barcode system; An effective labelling system An effective materiel management system. Acceptable means of demonstrating compliance: The Offeror must provide detailed operational procedures.

NOTE: SITE VISITS

It should be noted that the evaluation team may conduct an on-site visit to validate that the Offeror's facilities meet the Mandatory Technical Criteria. Failure to pass the site visit will constitute a failure to meet the Mandatory Technical Criteria. Notice of the site visit's date, time and location will be emailed to the Offeror 4 working days before the visit.



ANNEX C

BASIS OF PAYMENT

Standing Offer Period:				
(A)	(B)	(C)	(D)	
Description of work (refer to SOW, 6. Deliverables)	Unit of Measure	Firm Price per Region	Regions (refer to SOW, 8.0 Location of work)	
Option Period:				
(A)	(B)	(C)	(D)	
Description of work (refer to SOW, 6. Deliverables)	Unit of Measure	Firm Price per Region	Regions (refer to SOW, 8.0 Location of work)	
	1			



ANNEX D

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Offeror must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.

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

() Direct Deposit (Domestic and International);



ANNEX E

INSURANCE REQUIREMENT

- 1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - I. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - o. All Risks Tenants Legal Liability to protect the Contractor for liabilities arising out of its occupancy of leased premises.
 - q. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.



r. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice

Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt. **For the province of Quebec, send to:**

Director Business Law Directorate, Quebec Regional Office (Ottawa), Department of Justice, 284 Wellington Street, Room SAT-6042, Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel, Civil Litigation Section, Department of Justice 234 Wellington Street, East Tower Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.



ANNEX F

GEOGRAPHICAL REGIONS

The following geographical regions to be serviced are:

Geographical Regions	Locations	Addresses
	Halifax (NS)	263 Suzie Lake Crescent
	Sydney (NS)	47 Dorchester Street
	St. Johns (NL)	2 Hallett Crescent
Atlantic Region	Woodstock (NB)	650 Main Street
	Saint John (NB)	65 Canterbury Street
	Fredericton (NB)	495 Prospect Street
	Charlottetown (PE)	250 Maple Hills Ave
	Montreal (QC)	715 Rue Peel
Quebec Region	Dorval (QC)	975 Boulevard Roméo-Vachon nord
	Mirabel (QC)	11955 rue Henry Giffard
	Quebec City (QC)	500 rue Principale
		2270 St. Laurent Blvd
National Capital Region (NCR)	Ottawa (ON)	333 North River Road
		191 Laurier Avenue West
	Windsor (ON)	2500 Ouellette Ave.
	Niagara Falls (ON)	4342 Queen Street
		5980 Airport Rd.
		5700 Keaton Crescent
	Mississauga (ON)	6900 Airport Rd
		2720 Britannia Rd East
Ontario (NOR, SOR and GTA)		4567 Dixie Rd
	Mount Hope (ON)	9300 Airport Rd
	Hamilton (ON)	55 Bay St.
	Scarborough (ON)	55 Town Centre Court
	Toronto (ON)	1 Front Street West
		4 Island Airport Eiran
	Breslau (ON)	4881 Fountain Street



Geographical Regions	Locations	Addresses
	Edmonton (AB)	104 Street NW
	Edition(AB)	1000 Airport Road
	Calgary (AB)	104 Street NW
	Calgary (AB)	175 AeroWay NE
Western/Prairies (PRA)	Regina (SK)	1871 Hamilton Street
Western/Flaines (FICA)	Regina (SR)	2510 Sandra Schmirler Way
	Saskatoon (SK)	400 Brand Place
	Saskatoon (SK)	2625 Airport Drive
	Minning (MP)	269 Main Street
	Winnipeg (MB)	1970 Wellington Ave
	Vancouver (BC)	1611 Main St.
	Richmond (BC)	3211 Grant McConachie Way
Pacific (PAC)	Surrey (BC)	220 Highway 99
	Victoria (BC)	1321 Blanshard Street
	Nanaimo (BC)	201A-60 Front Street

The Offeror must provide services to all metropolitan areas within the geographical regions for which they are awarded a Standing Offer.

The Offeror must also provide services to isolated or remote locations outside major metropolitan areas.



ANNEX G

SECURITY REQUIREMENTS CHECK LIST

COMMON-PS-SRCL#9

÷ G

Government Gouvernement du Canada Contract Number / Numéro du contrat

Security Classification / Classification de sécurité UNCLASSIFIED

LISTE DE VÉRIFIC	ATION DES EXIO	EMENTS CHECK LI					
PART A - CONTRACT INFORMATION / PARTIE A -							
 Originating Government Department or Organizatio Ministère ou organisme gouvernemental d'origine 	cesa		 Branch or EIMD 	r Directorate / Direction généra	ale ou Dire	ection	
3. a) Subcontract Number / Numéro du contrat de sou NA		3. b) Name and Address		ractor / Nom et adresse du so	us-traitan	t	
4. Brief Description of Work / Brève description du tra	vail						
Provision of document storage and destruction services							
 a) Will the supplier require access to Controlled Go Le fournisseur aura-t-il accès à des marchandise 						n Yes Oui	
 b) Will the supplier require access to unclassified m Regulations? Le fournisseur aura-t-il accès à des données tec sur le contrôle des données techniques? 		No No	n Yes Oui				
Indicate the type of access required / Indiquer le ty	pe d'accès requis						
 a) Will the supplier and its employees require access Le fournisseur ainsi que les employés auront-its 					No No	n 🖌 Yes Oui	
(Specify the level of access using the chart in Qu (Préciser le niveau d'accès en utilisant le tableau	lestion 7. c)						
 b) Will the supplier and its employees (e.g. cleanen PROTECTED and/or CLASSIFIED information or 	r assets is permitted	l			No No	n Yes Oui	
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.							
 c) Is this a commercial courier or delivery requirem S'agit-il d'un contrat de messagerie ou de livraise 	ent with no overnigh	t storage?	•		No No	n Yes Oui	
7. a) Indicate the type of information that the supplier	will be required to a	ccess / Indiquer le type	d'information	n auquel le fournisseur devra a	avoir accè	8	
Canada 🖌	NATO			Foreign / Étranger	\square		
7. b) Release restrictions / Restrictions relatives à la c							
No release restrictions Aucune restriction relative à la diffusion	All NATO countrie Tous les pays de l			No release restrictions Aucune restriction relative à la diffusion			
Not releasable À ne pas diffuser		_			_		
Restricted to: / Limité à :	Restricted to: / Lim			Restricted to: / Limité à :			
Specify country(ies): / Préciser le(s) pays :	Specify country(ie:	s): / Préciser le(s) pays :	:	Specify country(ies): / Précise	er le(s) pa	ys:	
7. c) Level of information / Niveau d'information							
PROTECTED A	NATO UNCLASSI			PROTECTED A			
PROTÉGÉ A	NATO NON CLAS			PROTÉGÉ A PROTECTED B	님		
PROTÉGÉ B	NATO RESTRICT NATO DIFFUSION			PROTÉGÉ B			
PROTECTED C	NATO CONFIDEN		1	PROTECTED C	믐		
PROTÉGÉ C	NATO CONFIDEN			PROTÉGÉ C			
CONFIDENTIAL	NATO SECRET		1 1	CONFIDENTIAL			
CONFIDENTIEL	NATO SECRET			CONFIDENTIEL			
SECRET	COSMIC TOP SEC COSMIC TRÈS SE			SECRET			
TOP SECRET	COSMIC TRES SE			TOP SECRET	님		
TRÊS SECRET				TRÈS SECRET			
TOP SECRET (SIGINT)				TOP SECRET (SIGINT)			
TRÊS SECRET (SIGINT)				TRÈS SECRET (SIGINT)			

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED





COMMON-PS-SRCL#9

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Government Gouvernement du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité UNCLASSIFIED

	tinued) / PARTIE A (suite)							
	8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?							
	If Yes, indicate the level of sensitivity:							
Dans l'affirm	native, indiquer le niveau de sensibilité							
	plier require access to extremely sensit eur aura-t-il accès à des renseignement	tive INFOSEC information or assets? ts ou à des biens INFOSEC de nature extrêmement délicate?	No Yes Non Oui					
	s) of material / Titre(s) abrégé(s) du mai Number / Numéro du document :	tériel :						
	RSONNEL (SUPPLIER) / PARTIE B - P	PERSONNEL (FOURNISSEUR)						
10. a) Personr	nel security screening level required / Ni	iveau de contrôle de la sécurité du personnel requis						
~	RELIABILITY STATUS		P SECRET					
	TOP SECRET- SIGINT TRÈS SECRET - SIGINT	NATO CONFIDENTIAL NATO SECRET COS	SMIC TOP SECRET					
	SITE ACCESS							
	ACCÈS AUX EMPLACEMENTS							
	Special comments: Commentaires spéciaux :							
	REMARQUE : Si plusieurs niveaux d	ire identified, a Security Classification Guide must be provided. e contrôle de sécurité sont requis, un guide de classification de la sécurité do						
	screened personnel be used for portion	s of the work? t-il se voir confier des parties du travail?	No Yes Non Oui					
	will unscreened personnel be escorted?							
	firmative, le personnel en question ser		Non Oui					
PART C - SA	EGUARDS (SUPPLIER) / PARTIE C -	MESURES DE PROTECTION (FOURNISSEUR)						
INFORMATI								
INFORMATI	ON / ASSETS / RENSEIGNEMENT							
	ON / ASSETS / RENSEIGNEMENT		No Ves					
11. a) Will the premise	ON / ASSETS / RENSEIGNEMENT supplier be required to receive and sto es?	rs / BIENS	No Ves Non Oui					
11. a) Will the premise Le fourr	ON / ASSETS / RENSEIGNEMENT supplier be required to receive and sto se? isseur sera-t-il tenu de recevoir et d'en	rs / BIENS	No Ves Non Voui					
11. a) Will the premise Le fourr CLASS	ON / ASSETS / RENSEIGNEMENT supplier be required to receive and sto is? hisseur sera-t-il tenu de recevoir et d'en FIÉS?	rs / BIENS re PROTECTED and/or CLASSIFIED information or assets on its site or treposer sur place des renseignements ou des biens PROTÉGÉS et/ou	No Ves Non Voui					
11. a) Will the premise Le four CLASSI	ON / ASSETS / RENSEIGNEMENT supplier be required to receive and sto se? hisseur sera-t-il tenu de recevoir et d'en IFIÉS? supplier be required to safeguard COM	rs / BIENS re PROTECTED and/or CLASSIFIED information or assets on its site or treposer sur place des renseignements ou des biens PROTÉGÉS et/ou ISEC information or assets?	Non Cui					
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UNCLASSIFIED

Canadä



COMMON-PS-SRCL#9

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité UNCLASSIFIED

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

of Canada

Government

Gouvernement du Canada

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		OTECT			assified Assifié			NATO						COMSEC		
	A	в	с	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP		OTECT		CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		TRÉS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL		SECRET COSMC TRES SECRET	A	в	с	CONFIDENTIEL		TRES SECRET
Information / Assets Renseignements / Biens		~														
Production		\vdash														
IT Media / Support Ti		~									\vdash					
IT Link / Lien électronique																
12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? Image: No image:																
12. b) Will the docu La documenta														[✓ No Non	
If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments). Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).																

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED

Canadä



THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY. PAGE 4 OF THE SRCL (PART D - AUTHORIZATION) WILL BE INSERTED AT CONTRACT AWARD.



ANNEX H

QUARTERLY STANDING OFFER REPORT

Quarterly standing offer business volume report							
In accordance with see and submit it to the Sta						de a quart	erly report
The quarterly report m period:	ust include the f	ollowing inf	ormation on all call-uj	os issued under this s	standing offer	during the	reporting
Standing Offer Numbe	r:						
GSIN:							
Offeror:							
Reporting Period (FY &Period)	CBSA Devision	Location	Individual Call-up #	Call-up description	Service (name & Level, if applicable)	Call-up Value (taxes included)	Travel & Living (if applicable)
Comments:	·						



ATTACHMENT 1 TO ANNEX G – FORM 470

Public Services and Services publics et Procurement Canada Approvisionnement Canada Protected "A" when completed Protégé "A" une fois terminé

COVER SHEET / FEUILLE DE COUVERTURE

Request for organizational security clearances for bidders Demande d'attestations de sécurité d'organisation pour soumissionnaires

This form is to be used when an organizational security clearance is required for contract award. The procurement authority is to submit this form with all compliant bidders' Applications for Registration (AFR) PWGSC-TPSGC 471 (signed and dated) and the associated Security Requirements Check List (SRCL) TBS/SCT 350-103 to the Contract Security Program <u>REGISTRATION DIVISION</u> for initiation, confirmation, renewal or upgrade of the organization's security clearance.

Ce formulaire doit être utilisé lorsqu'une attestation de sécurité est requise pour l'attribution d'un contrat. L'autorité d'approvisionnement doit soumettre ce formulaire, tous les Demandes d'Inscription (DI) PWGSC-TPSGC 471 (signées et datées) des soumissionnaires conformées et la liste de vérification des exigences relatives à la sécurité (LVERS) TBS/SCT 350-103 associée, au Programme de sécurité des contrats <u>DIVISION DES ENREGISTREMENTS</u> pour l'initiation, la confirmation, le renouvellement ou le relèvement d'attestation de sécurité d'organisation.

Solicitation number / Numéro de sollicitation	Expected award date / Date prévue d'attribution
	Date (yyyy/mm/dd) - (aaaa-mm-jj)
Was a provisional clearance required for this solicitation? Une autorisation provisoire était-elle requise pour cette sollicitation ?	Number of bidder AFR (signed and dated) requests attached Nombre de DI (signée & datée) des soumis- sionnaires jointes
🚫 Yes / Oui 🚫 No / Non	
List of compliant bidders (add separate sheet if requi Énumérez les soumissionnaires conformées (ajoutez	-
1.	
2.	
3.	
4.	
5.	
Contracting Authority - Autorité Contractante	
Name – Nom	SRCL is attached – LVERS ci-joints : Confirmed Yes / Confirmez Oui
Email Address – adresse couriel	All AFRs are attached - Tous les DIs sont jointes : Confirmed Yes / Confirmez Oui
	Digital signature – signature digitale
Telephone Number – numéro de téléphone	
PWGSC-TPSGC 470 (2022-02)	Canadă



ATTACHMENT 2 TO ANNEX G - FORM 471

Public Services and Services publics et Procurement Canada Approvisionnement Canada Organization #

Protected (once completed)

CONTRACT SECURITY PROGRAM (CSP)

APPLICATION FOR REGISTRATION (AFR) for Canadian legal entities

Instructions for completing the Application for Registration (AFR)

Privacy notice for Canadian entities registering in the CSP

Part of the information collected in this form includes personal information which is collected under the authority of subsection 7(1) of the *Financial Administration Act* and is mandatory in accordance with Treasury Board's *Policy on Government Security and Standard on Security Screening* for the purposes of security assessment and registration in the Contract Security Program (CSP) of Public Services and Procurement Canada (PSPC). The personal information will be used to assess your eligibility to hold a security status or security clearance and for your organization to be registered in the Contract Security Program. The information provided may be disclosed to the Royal Canadian Mounted Police and Canadian Security Intelligence Service to conduct the requisite checks and / or investigation in accordance with the Policy on *Government Security and Standard on Security Screening*. Additionally, the information may be disclosed to and used by other federal institutions that may require this information as part of their functions or investigation under Canadian Law or to the industrial security programs of foreign governments (with which Canada has bilateral security instruments) for foreign assurances.

Personal information is protected, used and disclosed in accordance with the Privacy Act and is described in the Info Source under the Personal Information Bank PWGSC PPU 015 (<u>Access to information and privacy - PSPC (tpsc-pwgsc.gc.ca</u>) and the TBS standard personal information bank Personal Security Screening PSU 917 (<u>Standard personal information banks - Canada.ca</u>). Under the *Privacy Act*, you have the right to access and correct your personal information, if erroneous or incomplete. The personal information from paper sources that accompanies an organization registration is retained for two years after the last administrative action, and then destroyed. The personal information from paper sources that accompanies a foreign ownership, control, or influence assessments is kept for two years, and then destroyed if there are no changes to the organization from paper sources that accompanies the personnel security screening process or foreign assurance process will be retained for a minimum period of two years after the last administrative action, and then destroyed. The Contract Security Program's retention period and disposal standards of personal information in electronic format may vary from the above retention period.

If you have concerns or require clarification about this privacy notice, you can contact PSPC's Access to Information and Privacy Directorate by email at <u>TPSGC.ViePrivacy.PWGSC@tpsgc-pwgsc.gc.ca</u>. If you are not satisfied with the response to your privacy concern or if you want to file a complaint about the handling of your personal information, you may wish to contact the Office of the Privacy Commissioner of Canada.

General Instructions:

- This form is used for registering Canadian legal entities ONLY. The CSP does not register foreign based organizations.
 <u>ALL</u> Foreign based firms must contact the <u>International Industrial Security Directorate (IISD)</u> for more information on the security screening process. Canadian subsidiaries of foreign based firms may be eligible to register with the CSP.
- This form and all supporting documentation requested must be provided in English or French
- In any instance where this form does not allow enough space for a complete answer, please include additional pages or rows to the table as required.

For organizations that do not yet have a clearance, refusal to provide required information, the provision of a false statement, misleading information, concealment or failure to disclose of any material fact on this application will result in the CSP not granting, or upgrading, a security clearance.

In the case of already cleared organizations; a denial or revocation of your organization's existing security clearance may occur and any personnel reliability statuses and/or personnel security clearances issued to your organization will be administratively closed out along with the organization's clearance with the Contract Security Program. This will immediately prohibit your eligibility to perform work on contracts requiring organization security clearances.

Page 1/8 PWGSC-TPSGC 471-E (2022-02)





ATTACHMENT 3 TO PART 3

OFFER SUBMISSION FORM

OFFER SUBMISSION FORM		
Offeror's full legal name		
Authorized Representative of Offeror for evaluation purposes (e.g., clarifications)	Name: Title: Address: Telephone #: Email:	
Aboriginal Supplier (Yesor No):		
Offeror's Procurement Business Number (PBN)		
[see the Standard Instructions 2003]		
[Note to Offeror: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Offeror will be determined based on the legal name provided, not based on the PBN, and the Offeror will be required to submit the PBN that matches the legal name of the Offeror		
Jurisdiction of Contract: Province or territory in Canada the Offeror wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)		
Former Public Servants See the Article in Part 2 of the bid solicitation entitled Former Public Servant for a definition of "Former Public Servant".	Is the Offeror a FPS in receipt of a pension as defined in the bid solicitation? Yes No If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant" Is the Offeror a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive? Yes No If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"	
Security Clearance Level of Offeror:	Level: Date:	
[include both the level and the date it was granted]		
[Note to Offerors: Please ensure that the security clearance matches the legal name of		



the Offeror. If it does not, the security clearance is not valid for the Offeror			
On behalf of the Offeror, 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:			
 The Offeror considers itself and its proposed resources 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 Offeror is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation. 			
Signature of Authorized Representative of Offeror:			



ATTACHMENT 4

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Offeror, by submitting the present information to the Standing Offer Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare an offer non-responsive, or may set-aside a Standing Offer, or will declare a contractor in default, if a certification is found to be untrue, whether during the offer evaluation period, during the Standing Offer period, or during the contract period. Canada will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with any request or requirement imposed by Canada may render the Offer non-responsive, may result in the Standing Offer set-aside or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit <u>Employment and</u> <u>Social Development Canada (ESDC) – Labour's</u> website.

Date:_____(YYY/MM/DD) (If left blank, the date will be deemed to be the RFSO closing date.)

Complete both A and B.

A. Check only one of the following:

() A1. The Offeror certifies having no work force in Canada.

() A2. The Offeror certifies being a public sector employer.

() A3. The Offeror certifies being a <u>federally regulated employer</u> being subject to the <u>Employment</u> <u>Equity Act</u>.

() A4. The Offeror certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Offeror has a combined workforce in Canada of 100 or more employees; and

() A5.1 The Offeror certifies already having a valid and current <u>Agreement to Implement</u> Employment Equity (AIEE) in place with ESDC-Labour.

OR

() A5.2. The Offeror certifies having submitted the <u>Agreement to Implement Employment Equity</u> (LAB1168) to ESDC-Labour. As this is a condition to issuance of a standing offer, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

() B1. The Offeror is not a Joint Venture.

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() B2.The Offeror is a Joint venture and each member of the Joint Venture must provide the Standing Offer Authority with a completed annex, Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

Offeror's signature:



ATTACHMENT 5

CANADIAN CONTENT CERTIFICATE

Canadian Content Certification		
As described in the solicitation, bids with at least 80% Canadian content are being given a preference. For the definition of Canadian goods and services, consult the PWGSC SACC clause A3050T.		
On behalf of the bidder, by signing below, I confirm that [<i>check the b ox that applies</i>]:		
At least 80 percent of the total bid price consists of Canadian services (as defined in the solicitation)		
Less than 80 percent of the total bid price consists of Canadian services (as defined in the solicitation)		
Name of the Authorized Representative of Bidder:		
Signature of the Authorized Representative of Bidder:		
Solicitation Number:		