



Closing Date	05/21/2014
Time	3:00 pm EDT
REFERENCE NO.:	5Z011-15-0008

REQUEST FOR PROPOSALS

Title of Project Relocation of government records from Ottawa to Winnipeg			
Return Bids to:		By Mail:	
By Hand or Messenger Service: Library and Archives Canada Business Centre – 8 th Floor 550 de la Cité Boulevard Gatineau (Québec) J8T 0A7 From : Monday – Friday Hours : 8:00 am -12:00 pm / 1:00 pm – 4:00 pm		Library and Archives Canada Contracting Services Division Corporate Resourcing Branch 550 de la Cité Boulevard – 8 th Floor Gatineau (Québec) K1A 0N4	
Contracting Authority's Address and Issuing Office Library and Archives Canada Contracting and Materiel Management Division Corporate Resourcing Branch 550 de la Cité Boulevard – 8th Floor Gatineau (Québec) K1A 0N4			
Contracting Authority	Telephone No.	Facsimile No.	E-mail :
Martine Rodier	613-404-1421	819-934-5263	martine.rodier@bac-lac.gc.ca

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.

Bidder's Name	
Bidder's Complete Address	
NAME & TITLE OF THE PERSON AUTHORIZED TO SIGN ON BEHALF OF BIDDER (PLEASE PRINT)	
Signature	Date

THIS PAGE IS TO BE COMPLETED AND INCLUDED WITH YOUR BID



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PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation and resulting contract document is divided into seven (7) parts plus annexes as follows:

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

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

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

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

Part 5 - Certifications: includes the certifications to be provided;

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

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

The Annexes include the Statement of Work, the Basis of Payment and any other annexes.

2. Summary

Service provision for the relocation of government records from Library and Archives Canada (LAC)'s National Capital Region Regional Service Centre (Ottawa) to the Center of Canada Regional Service Centre (Winnipeg). This collection is composed of approximately 103,000 linear feet of shelved files (between 1,100,000 and 1,660,000 files), including small collections of odd-sized items such as X-ray film and attestation cards.

In essence, the effort will consist of: packing, securely transporting from Ottawa to Winnipeg, unpacking and carefully tracking an entire collection of information resources. Movers must physically remove the specified material from the shelves, pack it following an agreed upon procedure, move it on and off the vehicles and shelve the material as instructed at the receiving end of the move.

LAC expects this move to begin in early June 2014. The move must be completed by mid-December 2014.

There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security and Other Requirements, and Part 7 Resulting Contract Clauses. Bidders should consult the Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" document on the Departmental Standard Procurement Documents Web site at <http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>."

3. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation process by Contracting Authority. The debriefing may be provided in writing, by telephone or in person.



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PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

All reference to the Minister of Public Works and Government Services should be deleted and replaced with the Minister of Canadian Heritage. Also all reference to the Department of Public Works and Government Services should be deleted and replaced with Library and Archives Canada.

The 2003 (2014-03-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2. Submission of Bids

2.1 **Bids must be submitted to Library and Archives Canada Contracting Authority by the date, time and to the location indicated on page 1 of the bid solicitation.**

2.2 Bids received after the closing date and/or time will **not** be considered and will be returned unopened.

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

3. Receipt of Bids

For this solicitation, copies of sealed bids **MUST** be presented and **MUST** clearly be marked with the supplier's name, address, bidder solicitation number, closing date and time.

4. Revisions

Revisions to bids **MUST** be submitted in **writing** and **MUST** be received **before** the **closing date and time**. Revisions to bids **MUST** clearly be marked with the supplier's name, address, bidder solicitation number, closing date and time. Revisions submitted after the bid closing date and time **will be rejected**.

5. Other Applicable Information

Bids **MUST** be submitted in accordance with these instructions:

5.1 By responding to this RFP, the Bidder confirms its understanding that failure to comply with any of the conditions herein will result in the rejection of their bid;

5.2 There shall be no direct payment by the Crown for costs incurred for the presentation and submission of bids in response to this RFP;

5.3 In case of addition errors in the financial document, the unit price of each element of the contract will be added together to produce the overall cost of the bid;



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5.4 After the bid closing date and time, no amendments will be accepted.

In support of the evaluation process, LAC may at its discretion:

5.5 Hire any independent consultant to assist with the evaluation;

5.6 Contact any or all references supplied by the Bidder to verify and validate any information or data submitted by the Bidders;

5.7 Seek clarification or verify any or all information provided by the Bidders with respect to either the Bidder's technical or financial Proposals;

5.8 Request, prior to award of contract, specific information with respect to any Bidder's legal and financial status;

5.9 Following the RFP closing date and time, clarification(s) of a Bidder's proposal may be required. Bidders will have **two (2) working days**, in order to respond to a request for information or clarification. Failure to meet this deadline may result in the proposal being declared non-responsive.

6. Communications - Solicitation Period

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

6.2 To ensure consistency and quality of information provided to Bidders, significant enquiries received and the replies to such enquiries will be provided simultaneously to Bidders to which the RFP has been sent, without revealing the sources of the enquiries.

7. Enquiries – Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

8. Applicable Laws

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

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



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9. Mandatory Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the National Capital Region Regional Service Centre (NCR-RSC). Arrangements have been made for site visit to be held on **May 15th, 2014** at **9:30 AM (EDT)** at 161 Goldenrod Drive in Ottawa, Ontario (Tunney's Pasture, Building 18) work site.

Bidders must communicate with the Contracting Authority no later than **3 day(s)** before the scheduled visit to confirm attendance and provide the names of the person(s) who will attend. Bidders will be required to sign an attendance form. Bidders should confirm in their bids that they have attended the site visit. Bidders who do not attend or send a representative will not be given an alternative appointment and their bids will be rejected as non-compliant. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

10. Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the Central Canada Regional Service Centre (CC-RSC). Arrangements have been made for site visit to be held on **May 15th, 2014** at **1:00 PM (CDT)** at 1700 Inkster Boulevard in Winnipeg, Manitoba work site.

Bidders are requested to communicate with the Contracting Authority **3 day(s)** before the scheduled visit to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance form. Bidders who do not attend or send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.



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PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in **TWO SEPARATE ENVELOPES** as follows:

ENVELOPE NO. 1 – TECHNICAL BID AND CERTIFICATIONS

Section I: Technical Bid (1 original hard copy and 3 hard copies)

Section II: Certifications (1 original hard copy)

ENVELOPE NO. 2 – FINANCIAL PROPOSAL

Section III: Financial Bid (1 original hard copy)

Prices must appear in the financial bid only.

NOTE: Both envelopes **MUST** be presented and clearly marked with the following:

- The supplier's name and address;
- The bid solicitation number;
- Closing date and time.

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

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

Section I: Technical Bid

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

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

Section II: Certifications

Bidders must submit the certifications required under Part 5.

Section III: Financial Bid

Bidders must submit their financial bid in Canadian funds and in accordance with the Financial Proposal and Resulting Basis of Payment detailed in Annex "B". The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is to be shown separately, if applicable.



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PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 The Bidder must provide the necessary documentation to demonstrate compliance with this requirement.

- (a) The Bidder/Firm is advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will **not** constitute “demonstrated” for the purpose of the evaluation;
- (b) The Bidder/Firm must clearly demonstrate in the proposal how the experience was gained or knowledge was attained, supported by resumes and any necessary supporting documentation
- (c) The Bidder/Firm must provide complete details as to where, when and how (through which activities/responsibilities) the stated qualifications/experience were obtained. In order to demonstrate when experience was obtained, the bidder must indicate the duration of such experience, specifying the start and end dates (month and year at a minimum). In the case where the timelines of two or more projects or experience overlap, the duration of time common to each project/experience will not normally be counted more than once
- (d) It is recommended that the Bidder/Firm include a grid in their proposals, cross-referring statements of compliance with the supporting data and resume evidence contained in their proposals. Note: the compliance grid, by itself DOES NOT constitute demonstrated evidence.

2. Technical Evaluation

2.1 Mandatory Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to demonstrate compliance with this requirement. Each mandatory technical criterion must be addressed separately. Any bid which fails to meet the mandatory technical criteria will be declared non-responsive.

No.	Mandatory Criterion	MET	NOT MET	Cross Reference to Proposal
M1	Bidder’s Proposed Personnel: The Bidder must provide the names and security level information of crew supervisors, all general movers and truck drivers that will be working on this contract, should they be awarded the contract.			
M2	Each proposed Crew Supervisor must have: The Bidder must demonstrate the experience of the Crew Supervisor by describing the specific work. - a minimum of twelve (12) months experience in the area of office relocation within the last five (5) years; - a minimum of twelve (12) months experience within the last five (5) years in sequential (e. following in order)			



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	<p>packing, moving and unpacking of records, and in relocation of storage shelving units.</p> <p>Only listing work title(s) or contract number(s) without details will not be accepted as experience. The Bidder must provide details of specific work, what activities, client(s), duration of the work from when to when (year and month), and client reference including name and phone number.</p>			
M3	<p>Experience and expertise of proposed resources: The bidder must have experience in moving a minimum of 15,000 linear feet (or equivalent) of cultural property (i.e. Archives, libraries, museums, galleries) or records in the past two (5) years.</p>			
M4	<p>Vehicles: The Bidder must provide confirmation that the vehicles will be equipped with the following equipment:</p> <ul style="list-style-type: none"> - Trailers, up to a maximum of 53 foot, equipped with 'barn-doors', air-ride suspensions, aluminum roofs and load restraining straps or bars to stop loads from moving inside the vehicle; - A device that can transmit and receive clear voice communication by radio, cellular, or satellite and must be positively monitored by the Bidder at all times. 			
M5	<p>Material: The Bidder must provide a description of all the necessary material and handling equipment that will be supplied and confirm that all remaining material will be removed at the end of the contract :</p> <ul style="list-style-type: none"> - Boxes or containers, cardboard toppers, pens, markers, packing tape, carts, shrink wrap, shrink wrapper, opaque plastic toppers, security/tamper evident tape, plastic or heat-treated pallets, electric or manual lifts, roller conveyors, security equipment for staff, etc. Packing material must also be provided to fill gaps to prevent boxes from tipping or moving during transit. - The Bidder must provide confirmation a tracking system will be used to keep track of which containers (including file numbers) and pallets have been packed, where they are located at all times and which have been unpacked. 			
M6	<p>Timeline: The Bidder must demonstrate and confirm in writing that their strategy will meet the following requirements:</p> <ul style="list-style-type: none"> - Containers will hold the material securely, without risk of spills, collapse, crushing, shifting or any other potential damage. 			



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	<ul style="list-style-type: none"> - Trucks must be dispatched between facilities on a non-stop basis using sufficient drivers to accomplish this requirement. Transport vehicles must be attended to at all times. There must be no extended stops (overnight for instance). - The move must be completed by 12 December 2014. - No part of the collection will be inaccessible for more than a maximum of 10 working days (i.e. sealed in containers, inaccessible on shelves or on the road). 			
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Terms and conditions/Statement of Work

By submitting a bid, the Bidder understands and agrees that it is offering to Canada to provide the services in strict conformity with all the terms and conditions contained herein, including the Statement of Work attached hereto as Annex "A".

3. Financial Evaluation (Bidders must complete and return completed financial proposal with their offer)

- 3.1 The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.
- 3.2 Bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada will be as per rate in effect on the bid solicitation closing date.
- 3.3 The total proposed price is to be exclusive of the Goods and Services (GST) and/or the Harmonized Sales Tax (HST). Such amounts will be added as applicable upon award of the contract.
- 3.4 Pricing Schedule - Bidder must complete the Financial Proposal attached as Annex "E".
- 3.5 Canada reserves the right to reject any financial offer deemed not fair and reasonable.

4. Basis of Selection

- 4.1 Lowest Responsive Proposal

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid offering the **lowest firm lot price to complete the project** will be recommended for award of a contract.



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PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested. Bidders should provide the required certifications in Part 3 - Section II of their bid.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. **Certifications Precedent to Contract Award and Certifications required with the Bid**

The certifications included in Annex D, Certifications Precedent to Contract Award, should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed or submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

The certifications included in Annex D, Certifications required with the Bid, must be duly completed and submitted by the Bidder as part of its bid.



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PART 6 - SECURITY AND INSURANCE REQUIREMENTS

1. Security Requirement

1.1 At the date of bid closing, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 Resulting Contract Clauses;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

1.2. For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Web site.

2. Insurance Requirements

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



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PART 7 - RESULTING CONTRACT CLAUSES

Articles of Agreement

Part A

1. Security Requirements

- 1.1 The Contractor personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by Corporate Security Service, Library and Archives Canada.
- 1.2 The Contractor MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- 1.3 The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information.
- 1.4 **NOTE:** Building passes issued to the Contractor, including the contractor personnel and/or subcontractors, remain the property of Library and Archives Canada and must be returned to the Project Authority or to Library and Archives Canada's Security Services, immediately upon termination of the work.

2. Requirement Definition

The Contractor will fulfill the requirement described in the Statement of Work attached as Annex A for the relocation of government records from Library and Archives Canada (LAC)'s National Capital Region Regional Service Centre situated in Ottawa to the Center of Canada Regional Service Centre situated in Winnipeg.

3. Contract Period

The Contractor shall, between _____ and _____ (**will be completed at contract award**), perform and complete with care, skill, diligence and efficiency the work that is described in the Statement of Work (Annex A).

4. Contract Amount

- 4.1 Subject to the terms and conditions of this contract and in consideration for the successful performance of the work, Canada shall pay to the Contractor:
 - 4.1.1 a maximum cost of (**will be completed at contract award**) in accordance with the provisions in Annex "B" – Terms of Payment. (Goods and Services Tax or Harmonized Sales Tax is excluded)

5. Standard Clauses and Conditions

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

The SACC Manual may be obtained from the Government of Canada, Canadian Government Publishing, telephone (819) 956-4800, and may also be viewed on the Public Works and Government Services Canada



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website "<http://www.pwgsc.gc.ca/sacc/choice-e.html>". A copy of the said conditions can also be obtained from the Contracting Authority named herein.

All reference to the Minister of Public Works and Government Services should be deleted and replaced with the Minister of Canadian Heritage. Also all reference to the Department of Public Works and Government Services should be deleted and replaced with Library and Archives Canada.

6. Authorized Representative of the Minister

6.1 For the purposes of this contract, the Minister hereby designates:

as Contracting Authority

Martine Rodier
Senior Procurement Officer
Contracting and Materiel Management Division
Library and Archives Canada
550 de la Cité Boulevard
Gatineau, Québec
K1A 0N4

Telephone: 613-404-1421
Facsimile: 819-934-5263
Email address: martine.rodier@bac-lac.gc.ca

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

6.2 as **Project Authority (will be inserted at contract award)**

Name of Project Authority
Title
Address

Telephone:
Facsimile:
E-mail address:

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



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Supplemental General Conditions

Part B

1. Intellectual Property

These services do not produce intellectual property.

2. Use of Electronic Networks

Where the performance of work requires the presence of the Contractor or any of the Contractor's personnel on Crown premises and/or access to any Crown-owned or operated electronic network, the Contractor shall comply with and shall ensure that the Contractor's personnel comply with the Policy on the Use of Electronic Networks promulgated under the authority of Library and Archives Canada.

3. Sustainable Development

The Contractor shall make every effort to ensure that all documents prepared or delivered under this contract are printed double-sided on Ecologo^M, certified recycled paper or on paper with equivalent post-consumer recycled content, to the full extent to which it is procurable.

4. Applicable Laws

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

5. Priority of Documents

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

- (a) The Articles of Agreement;
- (b) Supplemental General Conditions
- (c) General Conditions
- (d) Annex A – Statement of Work
- (e) Annex B – Terms of Payment
- (f) Annex C – Security Requirement Check List

6. Insurance

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



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7. Dispute Resolution

If a dispute arises out of, or in connection with this Contract, the parties agree to meet to pursue resolution through negotiation or other appropriate dispute resolution process before resorting to litigation.

All information exchanged during a dispute resolution process, shall be regarded as "without prejudice" communications for the purpose of settlement negotiations and shall be treated as confidential by the parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the dispute resolution process.

8. Code of Conduct for Procurement

The Contractor certifies that it has read the Code of Conduct for Procurement (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html>) and agrees to be bound by its terms.

9. Status of the Contractor

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

10. Conflict of Interest and Values and Ethics Codes for the Public Service

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

11. Work Force Reduction Programs

11.1 It is a term of this Contract:

- (i) that the Contractor has declared to the Contracting Authority whether the Contractor has received a lump sum payment made pursuant to any work force reduction program, including but not limited to the Work Force Adjustment Directive, the Early Departure Incentive Program, the Early Retirement Incentive Program or the Executive Employment Transition Program, which has been implemented to reduce the public service;
- (ii) that the Contractor has informed the Contracting Authority of the terms and conditions of that work force reduction program, pursuant to which the Contractor was made a lump sum payment, including the termination date, the amount of the lump sum payment and the rate of pay on which the lump sum payment was based; and
- (iii) that the Contractor has informed the Contracting Authority of any exemption in respect of the abatement of a contract fee received by the Contractor under the Early Departure Incentive Program Order or paragraph 4 of Policy Notice 1995-8, of July 28, 1995.

11.2 The Contractor represents and warrants that the information submitted with its bid is accurate and complete. The Contractor acknowledges that the Minister has relied upon such representation to enter into the Contract. Such representation may be verified in such manner as the Minister may reasonably require.



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- 11.3 The Contractor acknowledges that in the event of a breach of such covenant, the Minister will have the right to terminate the Contract.
- 11.4 Nothing in this clause will be interpreted as limiting the rights and remedies which Canada or the Minister may otherwise have in relation to or pursuant to the Contract.

12. Compliance with Certifications

Compliance with the certifications provided by the Contractor is a condition of the Contract and subject to verification by Canada during the entire period of the Contract. In the event that the Contractor does not comply with any certification or that it is determined that any certification made by the Contractor in its offer is untrue, whether made knowingly or unknowingly, the Contracting Authority has the right to terminate the Contract for default.

13. Copyright

In this section, "Material" means anything that is created by the Contractor as part of the Work under the Contract, that is required by the Contract to be delivered to Canada and in which copyright subsists. "Material" does not include anything created by the Contractor before the date of the Contract.

Copyright in the Material belongs to Canada and the Contractor must include the copyright symbol and either of the following notice on the Material: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).

The Contractor must not use, copy, divulge or publish any Material except as is necessary to perform the Contract. The Contractor must execute any conveyance and other documents relating to copyright in the Material as Canada may require.

The Contractor must provide at the request of Canada a written permanent waiver of moral rights, in a form acceptable to Canada, from every author that contributed to the Material. If the Contractor is the author of the Material, the Contractor permanently waives its moral rights in the Material.



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14. Replacement of personnel

- 14.1 If specific categories are identified in the Contract to perform the Work, the Contractor must provide the services of those categories unless the Contractor is unable to do so for reasons beyond its control.
- 14.2 If the Contractor is unable to provide the services of any specific category identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual for a specific category and provide:
- (a) the name, qualifications and experience of the proposed replacement; and
 - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 14.3 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.



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General Conditions

Part C

1. General Conditions

SACC Clause 2035 (2014-03-01) General Conditions – Higher Complexity – Services, apply to and form part of the contract.



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ANNEX “A” Statement of Work

1. Project Description

This project focuses on the relocation of documents from the National Capital Region Regional Service Centre (NCR-RSC), located at 161 Goldenrod Drive in Ottawa, Ontario to the Central Canada Regional Service Centre (CC-RSC), located at 1700 Inkster Boulevard in Winnipeg, Manitoba. LAC estimates that the work covered by this Statement of Work will involve moving approximately 103,000 linear feet of shelved documents.

The Contractor must provide all shipping materials, vehicles and equipment, as well as security cleared staff (must each hold a valid RELIABILITY STATUS, granted or approved by Corporate Security Service, Library and Archives Canada) for the duration of the relocation contract, in Ottawa, on the road and in Winnipeg.

2. Scope of Services

2.1. Description of the move to CC-RSC

2.1.1 The movers will be handling documents in (accordion) jackets, x-ray film, bound record books (ex: pay sheets) and some loose documents. In order, the movers will:

- a) Place this material in LAC approved containers, following a pre-approved packing sequence;
- b) Number and label containers;
- c) Place these containers onto LAC approved pallets;
- d) Once the pallet is filled, movers will shrink wrap it and seal it using opaque plastic toppers and Security Blue Partial Transfer tape. Pallets must be numbered and labelled;
- e) When a row is completed, the movers will carefully dismantle the vertical bracing bars and metal plates (see items A and B in Figure 1*) found at the end of the rows and prepare them for shipping to Winnipeg; and



***Figure 1: Vertical bracing bars (A) and metal plates (B).**

- f) Remove metal shavings and debris immediately after dismantlement is completed.



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- 2.1.2 The Contractor will use trailers of up to a maximum 53-feet, equipped with barn-doors, aluminum roofs and air-ride suspensions.
- 2.1.3 When a complete shipment is ready the driver and movers will begin loading the trailer, ensuring the load is properly secured throughout in a way that will prevent any shifting during transport.
- 2.1.4 When fully loaded and just before departure, the doors of the trailer will be padlocked using a padlock provided by the Contractor and a LAC employee will place a numbered and tamper proof security seal on this padlock.
- 2.1.5 Transportation from departure to arrival point must be made without extended stops (overnight stops for instance).
- 2.1.6 The padlocked and sealed trailer must be under constant surveillance by the approved driver(s) during any stop.
- 2.1.7 At the final destination (1700 Inkster Boulevard in Winnipeg, Manitoba) a LAC employee will confirm that the seal is intact, note the number, and open the trailer.
- 2.1.8 Movers will offload the pallets and manoeuver them to a pre-arranged drop off point inside the CC-RSC.
- 2.1.9 Movers will shelve documents as instructed by LAC. In order:
 - a) The movers will carefully install the vertical bracing bars and metal plates at the end of the rows (no metal shavings or debris can be left on shelving after installation is completed);
 - b) Will carefully remove the shrink wrap, opaque plastic toppers and Security Blue Partial Transfer tape from the skips, making sure not to damage the containers or documents;
 - c) Will carefully empty the containers, paying particular attention to the file sequencing; and
 - d) Will leave approximately 10 to 15% empty space on each shelf.

2.2. Description of the Material to Move

2.2.1. LAC estimates that the work covered by this SOW will involve moving approximately 103,000 linear feet of shelved documents, of which:

	Dimensions (inches)			linear feet*
	Length	Width	Height	
Regular (accordion) jackets	16	12	10	97 023
Medical library jackets	19	12	10	2 484
X-ray film (heavy)	19	12	15	1 254
Old paysheets (heavy)	19	12	15	714
Paysheets+attestation	15,25	12	10	1 082
			Total	102 557

**The above quantities are provided as estimates only. Actual quantities will vary somewhat and it is the Contractor's responsibility to validate them.*

- Medical library jackets are longer than regular accordion jackets and some contain odd-sized volumes so they can be cumbersome.



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- X-ray films are heavy so are generally shipped in smaller containers. As a rule, containers should be full in order to stack them.
- Old pay sheets are heavy and are in open top boxes that cannot be stacked vertically as is. Again, as a rule, containers should be full in order to stack them. Labels are fragile on some boxes so particular attention will have to be paid to keeping them in place.
- Pay sheets + attestation cards are smaller and organized differently on the shelf. Particular attention will have to be paid to identification in order to keep them in order.

2.2.2. The collection to be moved consists of Protected B personnel records, mostly stored in jackets and envelopes. The jackets are placed directly on metal shelves and are sequentially numbered (see Figure 1 above).

2.2.3. The material must be handled with care but no special processing or handling precautions are required.

2.2.4. Movers and drivers must be supervised by the Contractor at all times and may be monitored by LAC representatives at LAC's discretion.

2.2.5. The collection must be packed:

- In sequential order;
- With reasonable care for paper documents;
- With all containers and pallets marked accordingly; and
- Shelved in sequential order at the receiving end.

2.2.6. Records must remain accessible to LAC staff until they are ready to be placed on trucks. The Contractor should expect records to be called up/requested until the very last minute. Movers and drivers should expect to work side-by-side with LAC staff where possible – good coordination and open lines of communications are required at all times.

Requirements

3.1. Deliverables

3.1.1. The Contractor will relocate the Post-1945 Military Personnel Service Files collection (approx. 103,000 linear feet of records on shelves) from 161 Goldenrod Drive in Ottawa, Ontario to 1700 Inkster Boulevard in Winnipeg, Manitoba (see 5 – Locations of Work).

3.1.2. The Contractor will physically remove the specified material from the shelves, pack it, move it on and off the vehicles, transport the material to Winnipeg and shelve the material, all following an agreed upon procedure.

- (a) The Contractor is required to remove the collection from shelves and place it in containers **in sequential order**, as directed by LAC employees.
- (b) The Contractor is required to unpack the collection and place it on shelves in Winnipeg **in sequential order**, as directed by LAC employees.

3.1.3. The Contractor must provide all shipping materials, vehicles and equipment, as well as security cleared staff (must each hold a valid RELIABILITY STATUS, granted or approved by Corporate Security Service, Library and Archives Canada) for the duration of the relocation contract, in Ottawa, on the road and in Winnipeg.



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- 3.1.4. The Contractor must carefully track the entire collection of information resources, including file numbers, while it is being prepared for shipping in Ottawa, on the road and being shelved in Winnipeg and provide LAC staff with this tracking information daily, in electronic format (ex: MS Excel spreadsheets).
- 3.1.5. No record will be **inaccessible** for more than **ten (10) working days** (i.e. sealed in containers, inaccessible on shelves or on the road). Records must be packed, shipped and unpacked accordingly.

3.2. Trucking Requirements

- 3.2.1. Drivers must be must each hold a valid RELIABILITY STATUS, granted or approved by Corporate Security Service, Library and Archives Canada.
 - 3.2.1.1. At time of pick up and time of delivery, drivers will provide a LAC designated employee with one piece of valid government of Canada issued photo identification for verification.
- 3.2.2. All trucks must have enclosed cargo spaces, with no driver access to the storage compartment, except through locked and sealed doors.
- 3.2.3. Trailer roofs must be aluminum, not fiberglass.
- 3.2.4. Trailers must be equipped with an air-ride suspension system and barn doors.
- 3.2.5. All trucks used during the move must be clean and free from debris. LAC will inspect each truck prior to loading and reserves the right to reject a truck on the basis of cleanliness.
- 3.2.6. The Contractor may not transport non-LAC material in the same shipment as LAC material.
- 3.2.7. Once the shipment is loaded, the Contractor's designate and LAC's designate must perform a count/inventory in order to confirm that the shipment is consistent with the shipping manifest.
- 3.2.8. The trailer doors must be secured with a functional security padlock supplied by the Contractor and a unique numbered/embossed seal supplied by LAC.
- 3.2.9. LAC's designate must affix the security padlock and seal the truck/trailer's door in the presence of the Contractor's designate. Both designates must attest to padlock and seal affixation by recording the seal number on the shipping manifest and by signing the shipping manifest.
- 3.2.10. Keys must travel in enclosed containers only to be opened at destination and are the responsibility of the Contractor.
- 3.2.11. The Contractor will follow a trucking route approved by LAC.
- 3.2.12. Trucks must be dispatched between facilities on a non-stop basis using sufficient drivers to accomplish this requirement. Transport vehicles must be attended to at all times. There must be no extended stops (overnight for instance).
- 3.2.13. Transport vehicles must be equipped with a device that can transmit and receive clear voice communication by radio, cellular, or satellite and must be positively monitored by the Contractor at all times.
- 3.2.14. The Contractor will inform LAC immediately should an incident occur during shipment. In the event of mechanical or other difficulties, or of unscheduled/unplanned stops which require leaving the trailer unattended or access to the secure cargo space (for example, breaking the seal on the truck/trailer and/or



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unlocking access doors for inspection) the Contractor must immediately inform the LAC 24/7 Security Operations Centre (1-819-934-4500).

- 3.2.15. The Contractor will be able to provide a back-up truck in the event of a breakdown.
- 3.2.16. Pick-ups and deliveries must be scheduled in advance. If, exceptionally, the shipment arrives on a non-working day or late on a week day, the Contractor must contact the LAC designate at the receiving end as soon as possible to make acceptable arrangements for timely receipt of delivery.
- 3.2.17. Trucks arriving at CC- RSC must be unloaded the same day. If this is not possible, vehicles must be left inside the building or constantly attended to if parked outside.
- 3.2.18. Upon arrival at the site, both the Contractor's designate and LAC's designate must conduct a seal integrity verification before the seal is removed. Both, the Contractor's designate and LAC's designate are to attest to seal integrity by signing the shipping manifest.
- 3.2.19. A LAC designate must remove the padlock and seal.

4. Responsibility

4.1. Library and Archives Canada

- 4.1.1. LAC will provide the final move sequence detailing the order in which the collection will be moved.
- 4.1.2. LAC will coordinate access to all locations specified (See 5 – Locations of Work).
- 4.1.3. LAC will oversee all move activities over the course of the project in conjunction with the Contractor.
- 4.1.4. LAC shall allow access to its facilities (washroom, storage and shipping spaces, some office space) to Contractor personnel during the course of the move on condition that facilities are kept clean.
- 4.1.5. LAC will make security arrangements at the shipping and receiving end.

4.2. Contractor

- 4.2.1. The Contractor will adhere to the move sequence approved by LAC.
- 4.2.2. The contractor must provide all boxes or containers, cardboard toppers, pens, markers, packing tape, carts, shrink wrap, shrink wrapper, plastic toppers, security tape (Security Blue Partial Transfer tape), plastic or heat-treated pallets, all other moving equipment required, security equipment for staff, etc. (see 9 – LAC Guidelines for Movers) Packing material must also be provided to fill gaps to prevent boxes from tipping or moving during transit.
- 4.2.3. This collection is in high demand and cannot be closed for extensive periods. The Contractor **MUST** agree that no record will be inaccessible for more than ten (10) working days (i.e. sealed in containers, inaccessible on shelves or on the road).
- 4.2.4. All equipment and material provided by the Contractor will comply with all related codes and standards and is subject to LAC approval.
- 4.2.5. The Contractor must remove all surplus packing and moving material at the end of the project. Recycling of waste material by the Contractor is encouraged.



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4.2.6. USE OF SITE AND FACILITIES

The Contractor will:

- a) Execute work with least possible interference or disturbance to the normal use of the site;
- b) Make arrangements with LAC employees to facilitate work;
- c) Maintain existing services to building and provide for emergency vehicle access to approval of LAC employees;
- d) Protect portions of the existing building from damage, safety hazards and overloading of existing equipment.

4.2.7. SITE STORAGE

The Contractor will:

- a) Equip and maintain storage areas to approval of LAC employees. Security of storage area shall be the responsibility of the Contractor;
- b) Not unreasonably encumber site with materials or equipment;
- c) Move stored products or equipment which interfere with operations of LAC or other tenants.

4.2.8. The Contractor shall meet all deliverables as identified in **3 – Requirements**.

4.2.9. The Contractor shall adhere to all guidelines as described in **9 –LAC Guidelines for Movers**.

5. Locations of Work

5.1. The National Capital Region Regional Service Centre (Ottawa)

5.1.1. The National Capital Region Regional Service Centre (Ottawa) is located at 161 Goldenrod Drive (Tunney's Pasture, Building 18, figures 2 to 5).

5.1.2. It is a 1965 building, configured mostly for long-term storage and retrieval purposes.

5.1.3. The building can be accessed through the main lobby, at 161 Goldenrod Drive, or through the loading dock. Both entrances are under commissionaire supervision.

5.1.4. Circulation inside the building is assured through 2 staircases (located at the East and West ends of the building) and 2 standard elevators (grouped together and exiting on the main floor into the loading dock area).

5.1.5. The loading dock section offers two docks, only one of which is equipped to accommodate up to a maximum of 53-foot trailers. The loading dock is likely to be in high demand in 2014 but priority will be given to this move between June and December 2014.

5.1.5.1. A pre-approved shipping schedule will be necessary and flexibility regarding working hours and circulation of collections may be required on both the Contractor's and LAC's part.

5.1.6. Circulation in and around the loading dock area is restricted by security doors, which cannot accommodate much more than a standard size pallet (40x48 inches) at a time.

5.1.7. The loading dock is accessed through a privately operated parking lot, usually full during office hours.

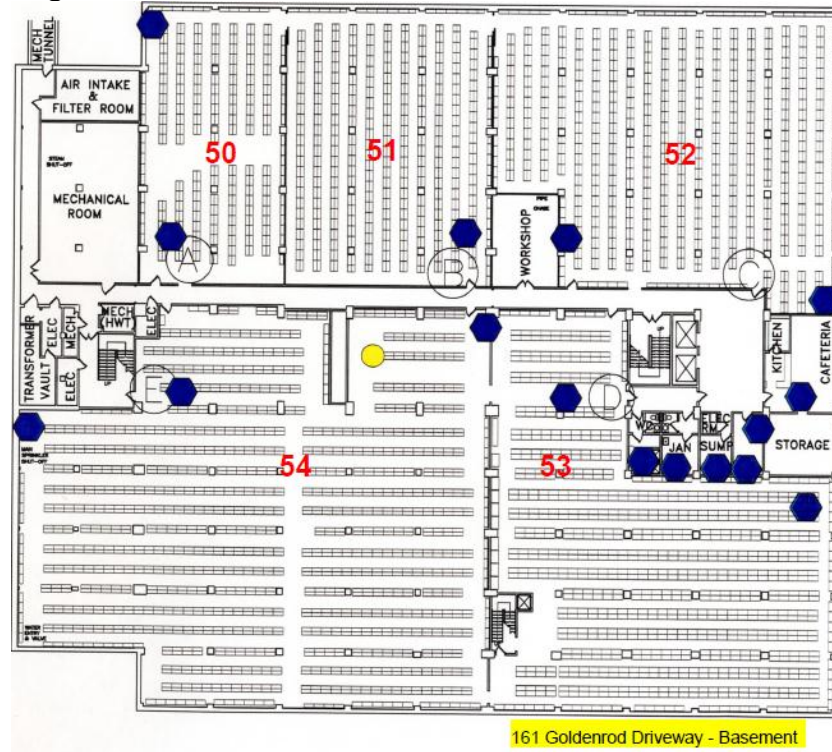
5.1.8. There is a staging area next to the loading dock, currently used to prepare and keep pallets or store boxes.



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- 5.1.8.1. More space can be made available near the loading dock, including office space.
- 5.1.9. The records to be moved are located on 3 floors (basement, second and third floors, Figures 2 to 5), in tightly packed metal shelving stacks.
- 5.1.10. There is very little space on these floors for processing and storage.
- 5.1.11. These floors are not air conditioned and temperatures can reach 35 degrees Celsius in the stacks during summer. There are no windows on these floors.
- 5.1.12. Smoking, food and beverages are NOT PERMITTED in the moving or storage areas at any time.
- 5.1.13. Using gas or propane powered equipment, including lifts, inside LAC installations is NOT PERMITTED.

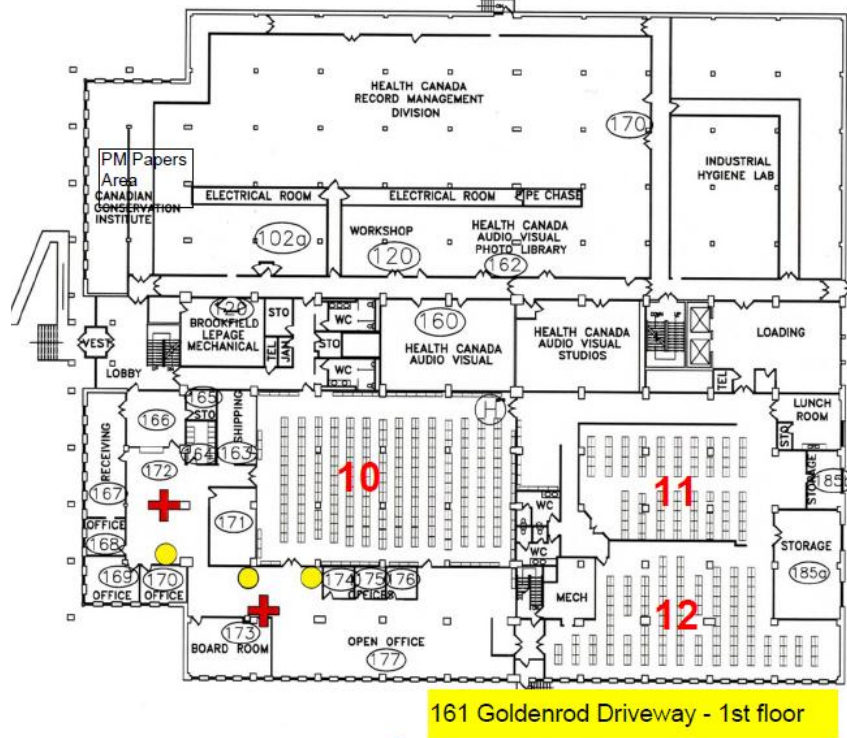
Figure 2. Basement, 161 Goldenrod Drive, Ottawa, Ontario.





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Figure 3. 1st Floor (Main), 161 Goldenrod Drive, Ottawa, Ontario





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Figure 4. 2nd Floor, 161 Goldenrod Drive, Ottawa, Ontario

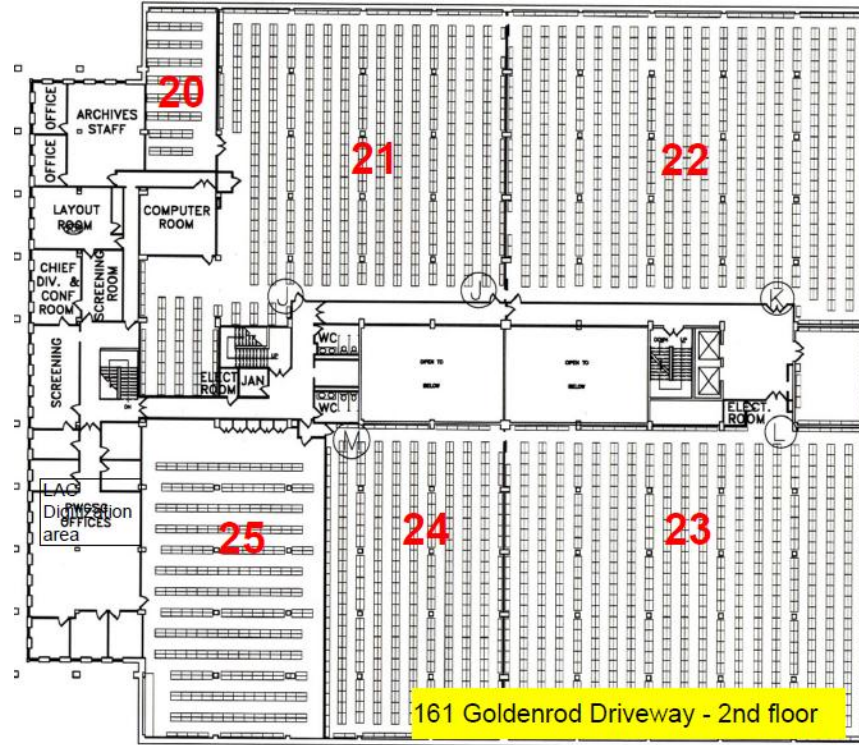
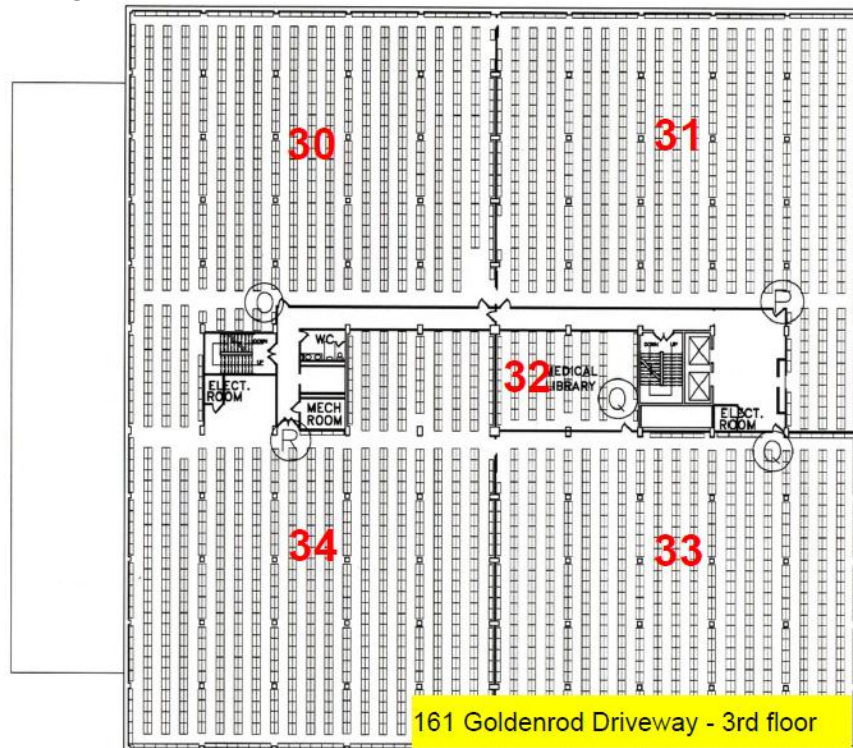


Figure 5. 3rd Floor, 161 Goldenrod Drive, Ottawa, Ontario



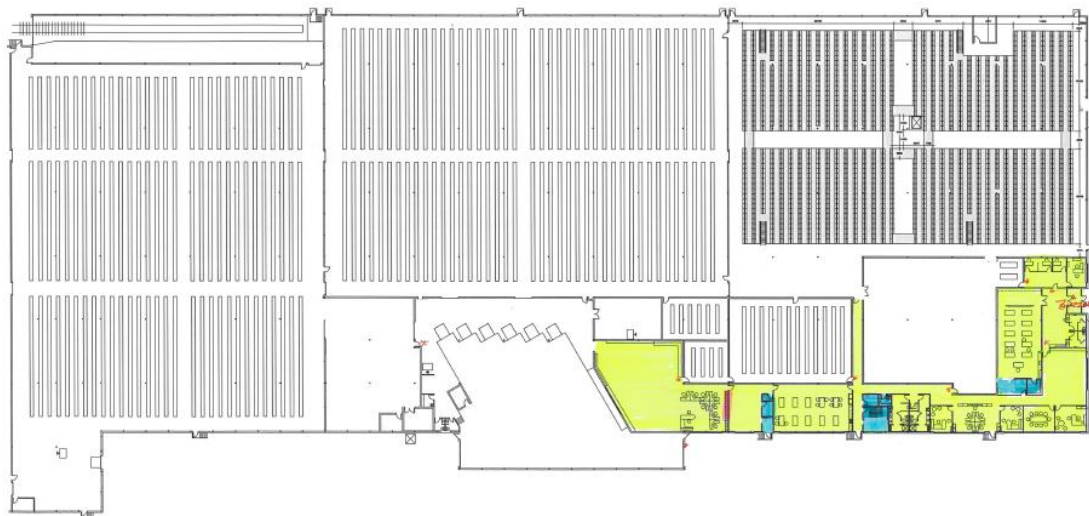


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5.2. The Central Canada Regional Service Centre (Winnipeg)

- 5.2.1. The Central Canada Region Regional Service Centre (Winnipeg) is located at 1700 Inkster Boulevard in Winnipeg (figure 6).
- 5.2.2. It is a 1972 warehouse-type installation, converted to long-term storage and retrieval in the 1990s.
- 5.2.3. There is only one floor.
- 5.2.4. The building offers a large, indoor, loading dock area that can accommodate up to 5 trucks, but only up to two 53 foot trailers in a pinch (with very experienced drivers), as the loading dock area was designed for 48 foot trailers. An exterior loading dock is available that can also accommodate 53 foot trailers.
- 5.2.5. The storage area offers wide aisles.
- 5.2.6. The collection will be moved into one area near the loading docks and packed onto metal shelving.
- 5.2.7. The shelving is 12 shelves high but the vast majority of the material will be re-shelved on the bottom 7 rows of shelving.
 - 5.2.7.1. The bottom shelf is 4 inches from the floor with the 7th shelf being at 76 inches in height.
- 5.2.8. There is space for processing and storage nearby.
- 5.2.9. Smoking, food and beverages are NOT PERMITTED in the moving or storage areas at any time.

Figure 6. 1700 Inkster Boulevard, Winnipeg, Manitoba





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6. Critical timeline elements

- 6.1. This move **MUST BE COMPLETED BY DECEMBER 12TH, 2014.**
- 6.2. Store space at CC-RSC must be cleared to make room for this collection. As a consequence, relocation activities may begin **before June 30th, 2014.**
- 6.3. A planning meeting will be held one (1) week upon contract award. During the meeting, the Contractor will provide a proposed move schedule that must be approved by before proceeding with the work.

7. Security

- 7.1. The records to be moved are 'Protected B', thus confidential.
- 7.2. The Contractor must provide the LAC Project Manager with an employee list and flag any changes in personnel at least 3 workdays in advance during the move.
- 7.3. Employees associated with the move must each hold a valid RELIABILITY STATUS, granted or approved by Corporate Security Service, Library and Archives Canada.
- 7.4. All employees will be expected to pick-up and return building passes each day.
- 7.5. Work outside regular business hours is expected and will require special security arrangements through LAC.
- 7.6. A Commissionaire will be posted by LAC at the elevators to insure their availability for the movers and that carts and equipment are moved safely in and from the elevator.
- 7.7. Consulting or copying the documents to be moved is strictly forbidden beyond what is required to identify serial numbers for moving purposes. The Contractor must consult with LAC staff in case of difficulties.

8. Change Management Procedures

LAC does not anticipate any changes to the requirements detailed in this SOW. However, if changes do arise, they must be made in writing by the LAC Project Authority and authorized via a contract amendment.

9. LAC Guidelines for Movers

Outlined here are the general guidelines for movers working within and around LAC collection material. It is the responsibility of the Contractor, to handle collection material and associated items with care and to adhere to the following rules for onsite collection moves.

9.1. General Guidelines

- 9.1.1. Employees of the Contractor shall wear a form of identification that is clearly discernible at all times during the move.
- 9.1.2. Employees of the Contractor shall refrain from eating, drinking (including water), or smoking except in designated areas.
- 9.1.3. LAC property shall be kept free from food wrappers, drink containers, and the remains of cigarettes.



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- 9.1.4. The Contractor shall dispose of all debris on a daily basis, in receptacles provided by the Contractor.
- 9.1.5. The Contractor shall only use clean transportation devices (carts, skids, or dollies) which are subject to approval by LAC.
- 9.1.6. The Contractor shall transport LAC property so that it is secure and at all times protected from possible damage due to mishandling, vibration or moisture.
- 9.1.7. The Contractor shall at no time leave LAC property unattended or in an unsecured area.
- 9.1.8. On days when it is raining or snowing, all collection transportation devices must be properly covered to protect collection material from the elements.
- 9.1.9. Collection material must not remain on an unattended truck overnight.

9.2. Shipping containers

- 9.2.1. Containers can be cardboard or plastic and must be approved by LAC.
 - 9.2.1.1. Grey bins and plastic 'coffins' have been used in the past for similar moves.
- 9.2.2. Containers must hold the material securely, without risk of spills, collapse, crushing, shifting or any other form of damage.
- 9.2.3. Containers must be clean and exempt from pest or moisture.
- 9.2.4. Container lids should be securely closed for shipping.
- 9.2.5. Containers must be labeled to indicate (at least) the reference number of the first and last file contained therein.
- 9.2.6. Containers must not be thrown under any circumstance. They must be moved without tipping, jarring, jostling or dropping.
- 9.2.7. The Movers must not crush or dislodge containers on the transport devices.
- 9.2.8. Should a container be dropped or damaged and its content spilled, movers are not to handle the spilled material.
- 9.2.9. Containers MUST NOT be identified as containing Government of Canada or Library and Archives Canada material.

9.3. Moving equipment

- 9.3.1. All Carts and dollies must be clean, dry, structurally sound, and free from broken shards, splinters, protruding nails or anything susceptible to damaging moving containers or their content.
- 9.3.2. Using gas or propane powered equipment, including lifts, inside LAC installations is NOT PERMITTED.
- 9.3.3. LAC reserves the right to reject unsuitable moving equipment.
- 9.3.4. The Movers must push or pull transport devices with control, care and caution.



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9.4. Pallets

- 9.4.1. Pallets should be plastic or kiln dried hardwood and must be approved by LAC.
- 9.4.2. Pallets must be pest free, clean, not visibly broken or damaged. Maximum humidity 25%.
- 9.4.3. If cardboard boxes are used as containers, pallet slats should be 4 inches across and spacing between the crosspieces should not exceed $\frac{3}{4}$ inch.
- 9.4.4. For all containers, pallets should be sturdy and not likely to sag or get damaged under load.
- 9.4.5. At least one layer of cardboard is required between a wooden pallet and the containers. If cardboard containers are used, another layer of cardboard should be used between the 2nd and 3rd layers and between the 4th and 5th.
- 9.4.6. Cardboard boxes must not be stacked more than 5 high.
- 9.4.7. Containers should be packed square to the edges of the pallet, not overhanging or with more space on one side over the other. Containers should be packed straight vertically, with as little overhang and lean as possible.
- 9.4.8. Pallets must be shrink wrapped, to provide spill out and environmental protection. Shrink wrap must cover the whole of the four sides, as well as the top.
- 9.4.9. Opaque plastic toppers and Security Blue Partial Transfer tape must be used to seal pallets.
- 9.4.10. Pallets should be lined-up in the storage areas until all pallets are ready to be loaded on the transport vehicle.
- 9.4.11. Loading dock doors must remain secured until the pallets are ready to be loaded.
- 9.4.12. The material must not be left unattended for any length of time, in an unsecured area (ex: on the loading dock or in an unsealed trailer) where it is not under scrutiny by LAC or the security staff.
- 9.4.13. Pallets MUST NOT be identified as containing Government of Canada or Library and Archives Canada material.

9.5. Collection Handling Guidelines

- 9.5.1. Employees of the Contractor shall ensure that their hands are clean before handling collection material.
- 9.5.2. All documents must be kept oriented in containers and on skids and carts as they were on the shelves (i.e. there will be no tipping boxes on their sides).
 - 9.5.2.1. Containers will be lifted one at a time, with at least two hands.
- 9.5.3. Items that are lying flat on shelves will be moved flat.
- 9.5.4. Some oversized items may require two people to be safely moved (i.e. X-Ray films).
- 9.5.5. At no time will material be placed on skids or carts so that it protrudes over the edge.



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- 9.5.6. No adhesive labels of any kind, including Post-It®-like labels, shall be applied to the material or the shelving.
- 9.5.7. Under no circumstances shall documents be read or copied.
- 9.5.8. Should any collection material fall to the floor, suffer container damage, or otherwise be placed in a position where damage has or could occur, the Contractor shall inform the LAC employees on site immediately.



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ANNEX “B” Terms of Payment

1. Basis of Payment

1.1 In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm price in accordance with the following milestone schedule:

Milestone No.	Deliverable	Firm Price	Anticipated Delivery Date
1	20 % of the move to be done (a minimum of 20,600 linear feet)	<i>20% of firm lot price will be inserted at contract award</i>	By or before July 31 st , 2014
2	40 % of the move to be done (a minimum of 41,200 linear feet)	<i>20% of firm lot price will be inserted at contract award</i>	By or before August 30 th , 2014
3	60 % of the move to be done (a minimum of 61,800 linear feet)	<i>20% of firm lot price will be inserted at contract award</i>	By or before September 31 st , 2014
4	100 % of the move to be done (When work is complete, all linear feet have been moved and placed and all of the Bidder's material removed)	<i>40% of firm lot price will be inserted at contract award</i>	By or before December 12 th , 2014

1.2 Taxes

The estimated GST or HST, if applicable, is included in the total estimated cost on page 1 of the Contract. The GST or HST is not included in the Contract Price but will be paid by Canada as provided in the Invoice Submission. The Contractor agrees to remit to Canada Revenue Agency any amounts of GST and HST paid or due.

The GST/HST is a separate item, estimated at \$ (*Will be inserted at contract award*) and payable by Canada.

1.3 Total Contract Amount \$(*Will be inserted at contract award*)

2. Method of Payment

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

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



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3. Payment Period

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

4. Invoice Submission

- 4.1 Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
- 4.2 Invoices must show:
- (a) the date, the name and address of the client department, item or reference numbers, deliverable and/or description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);
 - (b) details of expenditures in accordance with the Basis of Payment, exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable);
 - (c) deduction for holdback, if applicable;
 - (d) the extension of the totals, if applicable; and
 - (e) if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
- 4.3 If applicable, the GST or HST must be specified on all invoices as a separate item. All items that are zero-rated, exempt or to which the GST or HST does not apply, must be identified as such on all invoices.
- 4.4 By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

5. Tax Withholding of 15 Percent

Pursuant to the *Income Tax Act*, 1985, c. 1 (5th Supp.) and the *Income Tax Regulations*, Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is a non-resident unless the Contractor obtains a valid waiver. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.



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ANNEX "C" Security Requirement Check List



Government of Canada / Gouvernement du Canada

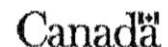
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SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité Unclassified
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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC Information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- | | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET- SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |

Special comments:
Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscrubbed personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
If Yes, will unscrubbed personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

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

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

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



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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMO TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens / Production																
IT Media / Support TI																
IT Link / Lien électronique																

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

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

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

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



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PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Michel Pelletier		Title - Titre Senior Project Manager	Signature
Telephone No. - N° de téléphone 613-618-2954	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel michel.pelletier@bac-lac.gc.ca	Date 24/02/14
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Jamie Louks		Title - Titre Physical Security Officer	Signature
Telephone No. - N° de téléphone 613-310-6916	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel jamie.louks@bac-lac.gc.ca	Date 2014-02-20
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No / <input type="checkbox"/> Yes Non / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) MARTINE RODIER		Title - Titre SENIOR Contracting Officer	Signature
Telephone No. - N° de téléphone 613-404-1421	Facsimile No. - N° de télécopieur 819-934-5263	E-mail address - Adresse courriel martine.rodier@bac-lac.gc.ca	Date March 11, 2014
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date



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**ANNEX “D”
Certifications Precedent to Contract Award**

*** Bidders must complete and return these certifications**

1. Federal Contractors Program for Employment Equity - Certification

1.1 Federal Contractors Program for Employment Equity - \$200,000 or more

1.1.1 The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the *Government Contracts Regulations*. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

1.1.2. If the Bidder does not fall within the exceptions enumerated in 1.1.3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953- 8768) a copy of the signed form LAB 1168, (<http://www.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=profile&form=lab1168&dept=sc&lang=e>) Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

1.1.3. The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada;
- b) () is not subject to the FCP, being a regulated employer under the Employment Equity Act, (<http://laws.justice.gc.ca/en/E-5.401/index.html>) S.C. 1995, c. 44;
- c) () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- d) () is subject to the FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC.)

Further information on the FCP is available on the following HRSDC Website:
<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml>.



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2. Status and Availability of Resources

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

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

3. Education and Experience

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

Signature

Date



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4. Bid-Rigging Certification:

(a) Bid-rigging is a criminal offence.

(b) The Contracting Authority will declare non-compliant any Proposal in respect of which:

- (i) the certification reproduced below has not been provided;
- (ii) the information contained in the certificate is determined to be untrue in any respect by the Contracting Authority; or
- (iii) LAC has determined that there is sufficient evidence that a reasonable person would conclude that the Bidder had engaged in Bid-rigging. A finding by the Contracting Authority will not result, in itself, in criminal liability; however, LAC may report any findings it has made to the Competition Bureau.

(c) For the purposes of this solicitation, "**Bid-rigging**" is defined as:

- (i) an agreement or arrangement between or among two or more persons (other than persons who are affiliates of one another) whereby one or more of those persons agrees or undertakes not to submit a response to this solicitation; or
- (ii) the submission, in response to this solicitation, of a response that is arrived at by agreement or arrangement between or among two or more Bidders (unless those Bidders are affiliates of one another), where the agreement or arrangement is not fully disclosed to the Contracting Authority at or before the bid closing date and time through the certification set out below.



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BID-RIGGING CERTIFICATION

I have been directly involved in the preparation of the Proposal being submitted by the (Name of the Bidder) and have the required knowledge to be able to make this Certification.

I am authorized to submit this Certification on behalf of the (Name of the Bidder).

I have read and understand the definition of "Big-rigging" set out in the solicitation in respect of which (Name of the Bidder) is submitting a Proposal.

I understand that the Proposal being made by the (Name of the Bidder) will be disqualified if this Certification is found to be untrue or incomplete in any respect.

I confirm that [check applicable circumstances]:

[] (Name of the Bidder) has arrived at the accompanying Proposal independently from, and without consultation, communication, agreement or arrangement with, any other potential supplier (including affiliates of the Bidder); OR

[] t(Name of the Bidder) has entered into consultations, communications, agreements or arrangements with one or more other potential suppliers regarding this solicitation and the Bidder is hereby disclosing, by attachments to this certification, complete details of all such consultations, communications, agreements and arrangements, including their nature, purpose and outcome [the Bidder must attach any necessary particulars to this certification].

Note to Bidders: Where a Proposal is received from a Bidder that is a joint venture (as that term is defined in this solicitation), the Bidder is not required to disclose consultations, communications, agreements or arrangements among the members of the joint venture. In disclosing any consultations, communications, agreements or arrangements with potential subcontractors or suppliers to the Bidder, it is sufficient for the Bidder to identify the subcontractor or supplier and indicate that the consultations, communications, agreements or arrangements are related to subcontracting work or the supply of goods or services to the Bidder in connection with the work described in this solicitation.]

In making this Certification, I understand that the above reference to "consultations, communications, agreements or arrangements" includes, but is not limited to matters such as prices; methods, factors or formulas used to calculate prices; the intention or decision to submit, or not to submit, a Proposal; or the submission of a Proposal that does not meet the mandatory requirements of this solicitation. I also confirm that I have not consulted with any other potential supplier regarding the quality, quantity, specifications or delivery particulars of the products or services to which this solicitation relates, except as specifically authorized by the Contracting Authority or as specifically disclosed through this Certification.

I further confirm that the terms of the Proposal being made by the Bidder have not been, and will not be, knowingly disclosed directly or indirectly to any other potential supplier prior to any resulting contract being awarded being issued, unless required by law or as specifically disclosed through this Certification.

I further confirm that I have identified below all the affiliates of the Bidder, if any:

Signature of authorized signatory of Bidder _____

Print Name of authorized signatory of Bidder _____

Print Title of authorized signatory of Bidder _____

Date Signed _____



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5. Joint Venture Contractor

5.1 Joint Venture

a) **Check the applicable box:**

The bidding entity is a joint venture in accordance with the definition in paragraph (c).

OR

The bidding entity is **not** a joint venture in accordance with the definition in paragraph (c).

b) **A Bidder that is a joint venture must provide all the following additional information:**

o Type of joint venture **(mark applicable choice):**

- incorporated joint venture
- limited partnership joint venture
- partnership joint venture
- contractual joint venture
- other

o Composition: Identity and addresses of all members of the joint venture (in the case of a joint venture non-incorporated) or the identity and addresses of its shareholders (in the case of an incorporated joint venture):

o The ownership structure of the joint venture.

o The Procurement Business Number of each member of the joint venture.

c) **Definition of Joint Venture**

A joint venture is an association of two or more parties who combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the profits and the losses and each having some degree of control over the enterprise. Joint ventures may be carried on in a variety of legal forms divided into three categories:

- i the incorporated joint venture;
- ii the partnership venture;
- iii the contractual joint venture where the parties combine their resources in the furtherance of a single business enterprise without actual partnership or corporate designation.



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- c-1) The joint venture team arrangement is to be distinguished from other types of contractor arrangements, such as:
 - i) prime contractor, in which, for example, the purchasing agency contracts directly with a contractor (prime) who acts as the system assembler and integrator, with major components, assemblies and subsystems normally subcontracted;
 - ii) associated contractor, in which for example, the purchasing agency contracts directly with each of the major component suppliers and performs the integration tasks or awards a separate contract for this purpose.

- d) **The Bidder fully accept the following general principles:**
 - i) The signatories of the Joint Venture are acting and shall be responsible jointly and severally for the Contractor's obligations under any Contract awarded to the Bidder pursuant to this refreshment RFP;
 - ii) The payment of moneys under the contract to the identified lead member will act as a release from all parties;
 - iii) Notice given by the Minister to the identified lead member will act as notice to all parties;
 - iv) That the Minister may, at his discretion in the event of disputes among joint venture members or changers in its composition, direct that the contract be terminated or be withdrawn, without in any way altering the liability of the original signatories for performance of the terms of the contracts; and
 - v) where Canada has determined that the joint venture lacks sufficient assets to guarantee its contract performance, financial security for the performance of the joint venture's obligations may be required or, alternatively, financial and performance guarantees will be obtained from each of the joint venture members.

All Bidders to sign, provide name, title, and date:

Signature

Date

5.2 Certification of compliance

- The Bidder certifies compliance with all the terms and conditions, articles and clauses that are contained herein. The Bidder also certifies that all statements made with regard to the education and the experience of proposed individuals, as well as to the self-description provided in Annex X, are accurate and factual.
- The Bidder is aware that Canada reserves the right to verify any information provided in this regard and that untrue statements may result in the Bidder's offer being declared non-responsive or in other action which Canada may consider appropriate.

All Bidders to sign, provide name, title, and date:

Signature

Date



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5.3 **Acceptance of RFP terms and conditions**

The Bidder confirms its agreement to and unconditional acceptance of all the articles, terms and conditions contained or referenced in this RFP.

All Bidders to sign, provide name, title, and date:

Signature

Date



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6. Conflict of Interest – Unfair Advantage

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

- a) if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
- b) if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.

6.2 The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.

6.3 Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

Signature

Date



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ANNEX "E" FINANCIAL PROPOSAL

*Bidders must complete and return this document

1. **Project Title:** Relocation of government records from Ottawa to Winnipeg.

2. **Submitted By:**
(Provide complete business or corporate name and address)

3. **Format of financial proposal**

Bidders must submit an all-inclusive firm lot price for the completion of the work in accordance to the statement of work attached as Annex "A", to be expressed in Canadian Dollar, taxes extra (if applicable).

Bidders' all-inclusive firm lot price: \$_____

Bidder must provide a detailed cost breakdown to demonstrate their all-inclusive firm lot price by including the following information:

- Number of resources (crew supervisors, movers);
- Trucks (including drivers, fuel, etc.);
- Supplies/materiel that will be used, etc.; and
- All other pertaining information.

The format shown on the following page, is suggested for use as a guide in preparing the cost breakdown. The format includes specific expenditures, which may or may not be applicable but are indicated to serve as examples.



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Service Item Description	Unit Rate	Usage	Extended Price
A - Labour Category			
Crew Supervisors	\$ _____ per hour	_____ (total number of supervisors) _____ (total number of hours)	
General Movers	\$ _____ per hour	_____ (total number of general movers) _____ (total number of hours)	
B - Vehicles, including driver			
Up to a max. of 53 foot trailers (including drivers)	\$ _____		
C - Packing Materials and Supplies			
Boxes and/or containers	\$ _____ per		
Plastic Bins (30" x 24") with lids, labels and security ties.	\$ _____ per.....		
ALL INCLUSIVE FIRM LOT PRICE			(A + B + C) \$ _____