

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**  
**PO Box 1408, Room 100**  
**167 Lombard Ave.**  
**Winnipeg**  
**Manitoba**  
**R3C 2Z1**  
**Bid Fax: (204) 983-0338**

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

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

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

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

**Comments - Commentaires**

<b>Title - Sujet</b> Mobile Shredding Service	
<b>Solicitation No. - N° de l'invitation</b> W0142-14X032/A	<b>Date</b> 2014-06-05
<b>Client Reference No. - N° de référence du client</b> DND	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$WPG-102-9023	
<b>File No. - N° de dossier</b> WPG-3-36191 (102)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-06-25</b>	<b>Time Zone Fuseau horaire</b> Central Daylight Saving Time CDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Wiebe, Dallas	<b>Buyer Id - Id de l'acheteur</b> wpg102
<b>Telephone No. - N° de téléphone</b> (204) 984-4671 ( )	<b>FAX No. - N° de FAX</b> (204) 983-7796
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE Base Commander Canadian Forces Base Suffield Attention CMTT, Bldg 322 Ralston Alberta T0J 2N0 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada - Western  
Region  
PO Box 1408, Room 100  
167 Lombard Ave.  
Winnipeg  
Manitoba  
R3C 2Z1

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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**List of Annexes:**

Annex "A"	Statement of Work
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Annex "E"	Form DND 626, Task Authorization Form

## MOBILESHREDDING SERVICES

### PART 1 - GENERAL INFORMATION

#### 1. Introduction

The bid solicitation is divided into seven parts plus attachments and 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;
- 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, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, the DND 626 Task Authorization Form and any other annexes.

#### 2. Summary

For the provision of secure on-site mobile shredding services for documents, media, and textile items for the Department of National Defence and the British Army Training Unit Suffield (BATUS) at Canadian Forces Base Suffield, Ralston, Alberta.

*There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial and Security Program of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.*

*Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003 and 2004.*

*"For services requirements, Bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation."*

*The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).*

*The requirement is limited to Canadian goods and/or services.*

#### 3. Debriefings

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

## PART 2 - BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

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

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

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

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

Delete: sixty (60) days

Insert: 120 days

### 2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

### 3. Former Public Servant

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

#### **Definitions**

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

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

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

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

### **Former Public Servant in Receipt of a Pension**

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

#### **4. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 7 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

#### **5. Applicable Laws**

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

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.

#### **6. Improvement of Requirement During Solicitation Period**

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 7 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.



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

### **1. Bid Preparation Instructions**

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

Section I: Technical Bid (3 hard copies)  
Section II: Financial Bid (1 hard copy)  
Section III: Certifications (1 hard copy)

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

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

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

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

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

- 1.1 Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately.

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

Bidders must submit the certifications required under Part 5.

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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 Technical Evaluation**

Bidders must be able to provide the services outline in Annex A.

#### **1.2 Financial Evaluation**

##### **1.2.1 Mandatory Financial Criteria**

*SACC Manual* Clause A0220T (2013-04-25), Evaluation of Price

### **2. Basis of Selection**

- 2.1** A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

## PART 5 - CERTIFICATIONS

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

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

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

### 1. Certifications Required Precedent to Contract Award

#### 1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

#### 1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada \(ESDC\) - Labour's website](#).

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

### 2. Additional Certifications Required Precedent to Contract Award

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

#### 2.1 Canadian Content Certification

**2.1.1.** SACC Manual clause [A3050T](#) (2010-01-11) Canadian Content Definition.

**2.1.2** This procurement is limited to Canadian services.

The Bidder certifies that:

( ) the services offered are Canadian services as defined in paragraph 4 of clause A3050T.

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For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the Supply Manual.

## PART 6 - SECURITY REQUIREMENTS

### 1. Security Requirement

1. Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 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;
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial Security Program of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

## PART 7 - RESULTING CONTRACT CLAUSES

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

### 1. Statement of Work

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

#### 1.1 Task Authorization

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

##### 1.1.1 Task Authorization Process

1. The Project Authority will provide the Contractor with a description of the task using the "DND 626, Task Authorization Form" specified in Annex E .
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis(bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, within 2 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

##### 1.1.2 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of \$TBD, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

##### 1.1.3 Canada's Obligation - Portion of the Work - Task Authorizations

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

##### 1.1.4 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 7 calendar days after the end of the reporting period.

### ***Reporting Requirement- Details***

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

#### **For each authorized task:**

- I. the authorized task number or task revision number(s);
- II. a title or a brief description of each authorized task;
- III. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- IV. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- V. the start and completion date for each authorized task; and
- VI. the active status of each authorized task, as applicable.

#### **For all authorized tasks:**

- I. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- II. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

#### **1.1.5 Task Authorization - Department of National Defence**



The administration of the Task Authorization process will be carried out by the Project Authority. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

## 2. 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>) issued by Public Works and Government Services Canada.

### 2.1 General Conditions

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

## 3. Security Requirement

### 3.1 The following security requirement (SRCL and related clauses) applies and form part of the Contract.

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to **PROTECTED** information, assets or sensitive work site(s) must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
3. The Contractor/Offeror **MUST NOT** remove any **PROTECTED** information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of:
  - a) the *Security Requirements Check List* and security guide (if applicable), attached at Annex C;
  - b) the *Industrial Security Manual* (Latest Edition).

## 4. Term of Contract

### 4.1 Period of the Contract

The period of the Contract is from date of Contract for a 2 year period inclusive.

### 4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 2 additional 1 year periods under the same conditions. The Contractor agrees that, during the extended

period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 7 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## 5. Authorities

### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Dallas Wiebe  
 Title: Supply Specialist  
 Public Works and Government Services Canada  
 Acquisitions Branch  
 Address: 100-167 Lombard Ave, Winnipeg, MB, R3C 2Z1

Telephone: 204-984-4671  
 Facsimile: 204-983-7796  
 E-mail address: dallas.wiebe@pwgsc-tpsgc.gc.ca

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

### 5.2 Project Authority

The Project Authority for the Contract is: TBD

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
 Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
 E-mail address: \_\_\_\_\_

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

### 5.3 Contractor's Representative

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**6. Proactive Disclosure of Contracts with Former Public Servants**

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

**7. Payment****7.1 Basis of Payment - Firm Unit Prices**

For the Work described in Task A of the Statement of Work in Annex A :

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm price for a cost of \$TBD. Customs duties are included and Applicable Taxes are extra.

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

**7.2 Basis of Payment - Limitation of Expenditure - Task Authorizations**

For the Work described in Task B of the Statement of Work in Annex A :

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment in Annex B, to the limitation of expenditure specified in the authorized TA.

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

No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

**7.3 Limitation of Expenditure - Cumulative Total of all Task Authorizations**

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the of \$ TBD. Customs duties are included and Applicable Taxes are extra.

2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,

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

#### **7.4 Monthly Payment**

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

#### **7.5 SACC Manual Clauses**

A9117C (2007-11-30) – T1204 – Direct Request by Customer Department

### **8. Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed

Each invoice must be supported by:

- a. a copy of the release document and any other documents as specified in the Contract;
2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
  - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

### **9. Certifications**

#### **9.1 Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 9.2 **SACC Manual Clauses**

A3060C (2008-05-12) – Canadian Content Certification

## 10. **Applicable Laws**

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

## 11. **Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2014-03-01) General Conditions – Higher Complexity - Services
- (c) Annex A, Statement of Work
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List
- (f) Annex D, Insurance Requirements
- (g) the signed Task Authorizations (including all of its annexes, if any)
- (h) the Contractor's bid dated \_\_\_\_\_

## 12. **Defence Contract**

SACC Manual clause A9006C (2012-07-16) Defence Contract

## 13. **SACC Manual Clauses**

A9062 (2011-05-16) - Canadian Forces Site Regulations

## 14. **Insurance Requirements**

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

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## ANNEX "A" STATEMENT OF WORK

### **Title:**

Mobile shredding services for paper-based documents, media, and textile items; Ralston, Alberta.

### **Objective:**

For the provision of secure on-site mobile shredding services for documents, media, and textile items for the Department of National Defence and the British Army Training Unit Suffield (BATUS) at Canadian Forces Base Suffield, Ralston, Alberta.

The shredding service must be capable of destroying paper-based (records and archive) documents, various forms of computer media (including drives, optical media, magnetic devices, etc.) and textiles in the form of specific classes of uniform or other products suitable for destruction by shredding. The service will cover various locations points across CFB Suffield and will be managed by the Project Authority.

This contract covers the destruction of documents and items designated to the Protected A and B levels only. All documents and items identified for shredding must be destroyed in accordance with the stated destruction standards and equipment detailed herein. Documents and items identified for shredding must be destroyed on-site and under supervision at all times.

### **Scope of Work:**

The Contractor must be able to provide a regular, monthly scheduled shredding service for paper-based documents (as outlined under "Task A") and on an "as and when requested" basis for excess documents, media and textile items (as outlined under "Task B")

#### **1. Task A – Paper-Based (Record and Archive) Documents**

- 1.1 Service Type: A shredding service required on a monthly basis for recyclables
- 1.2 Records and archive documents include files and records of folders containing paper.
- 1.3 Banker boxes are to be included in shredding process, which contain files.

Note: staples and paper clips must be capable of being destroyed without being removed from these documents.

#### **2. Task B – Excess Documents, Magnetic Media, textiles and Other Materials Suitable for Shredding**

- 2.1 Basis for excess documents, magnetic media, textiles, and other materials suitable for shredding.
- 2.2 Magnetic Media includes:
  - i) Re-writable Optical Media: CD-ROM, CD-R, CD-RW, DVD, DVD-R, DVD+R, DVD-RW and DVD+RW disks
  - ii) Portable Memory/Information Processing Devices – USB hard drives and memory sticks; FireWire devices; Blackberrys, Palm, Pocket PC, and iPod devices; and hard drives
  - iii) Other – magnetic devices that are suitable for shredding

### 2.3 Textiles include:

- i) Uniforms – of various classifications
- ii) Composite or layered textiles – Kevlar, canvas or other materials including body armour
- iii) Other – textiles materials suitable for shredding

## 3. Destruction Standards

### 3.1 Destruction Standards for Documents:

Destruction standards for Protected A and Protected B information on paper requires commercial shredders to destroy the material to a shred width that does not exceed 10 mm. Further instructions can be found in Appendix B of the Operational standard on Physical Security, Treasury Board of Canada ([http://www.tbs-sct.gc.ca/pubs\\_pol/gospubs/TBM\\_12A/osps-nosm1\\_e.asp#appb](http://www.tbs-sct.gc.ca/pubs_pol/gospubs/TBM_12A/osps-nosm1_e.asp#appb)).

### 3.2 Destruction Standards for Magnetic Media

There are specific shredding, disintegrating and grinding destruction standards for IT and Electronic Storage Media. Re-writable Optical Media and Portable Memory/Information Processing Devices are required to be reduced to small pieces, < 160mm sq in area (eg. ½" x ½"). Further instruction can be found in "Appendix B" of the Operational Standard on Physical Security, Treasury Board of Canada ([http://www.tbs-sct.gc.ca/pubs\\_pol/gospubs/TBM\\_12A/osps-nosm1\\_e.asp#appb](http://www.tbs-sct.gc.ca/pubs_pol/gospubs/TBM_12A/osps-nosm1_e.asp#appb))

### 3.3 Destruction Standards for Textiles

There are no emphasized size standards for the destruction of textile materials.

The following safeguards must be taken for the destruction of Protect A and Protected B documents:

- a) the information MUST be destroyed on the DND site
- b) a DND/CF member must ensure that the equipment used provides the necessary shred size (Protected A – max 10mm wide by any length, Protected B – Bulk destruction only – max 6mm wide x 50mm long)
- c) if both Protected A and Protected B material is being destroyed at the same time, the shred size must conform to that required for Protected B
- d) at no time will company personnel be allowed to remove any sensitive information from DND premises until it is completely destroyed.

## 4. Collection Bins

4.1 The Contractor must provide, deliver and install secure, lockable bins (each with a movable receptacle "sub-bin" or bag) for the collection of documents, media, and textiles designated for destruction by shredding.

4.2 Bins must conform to a size of: 19" W x 19" D x 40" H (+/- 10%)

4.3 These bins must be stored on base with the location to be determined upon contract award. The minimum number of bins required are as follows:

- i) Provide 9 secure, lockable, collection bins for the collection of paper-based (records and archive documents for regular, monthly scheduled shredding service (Task A).
  - 1) Human Resource – Building 92
  - 2) Non public Funds – Building 425
  - 3) Training Centre – Building 94



- 4) Transport Office – Building 312
- 5) Supply/CE – Building 370 (2 bins at this location)
- 6) Base Engineering – Building 363
- 7) Base Comptroller – Building 393
- 8) 2 each at Range Control – Building 604

#### Task B Service Locations

- ii) 1 bin for the collection of magnetic media with service on an “as and when requested” basis
- iii) 1 bin for the collection of textiles with service on an “as and when requested” basis

4.4 In addition, the Contractor must have the capability to provide additional bins above and beyond those identified above on an “as and when requested” basis for excess (bulk) shredding

4.5 all items to be shredded other than the bins located identified in para 4.3, will be stationed for shredding at building 322, Receiving department.

## 5. Mobile Shredding Unit

5.1 The Contractor must provide truck-type “super shredder”, “grinder” or “disintegrator” mobile shredding units with operator to carry out secure on-site shredding services. These mobile shredding units must be capable of shredding designated documents and items to the specified destruction standards and conform to the equipment standards detailed herein.

5.2 The contractor must complete all security requirements to gain unescorted access to the base.

### **Inspection:**

The Contractor must be able to demonstrate on-site that the shredded material has been satisfactorily and sufficiently destroyed in accordance with the emphasized destruction standards and guidelines detailed herein.

### **Waste Disposal:**

The Contractor is responsible for disposing all shredded waste identified herein according to the requirements set out in the contract period. If no such requirements are set out, disposal of shredded waste must adhere to the laws and regulations that are applicable, whether Federal, Provincial, or Municipal. From the time the shredded waste identified is picked up by the Contractor pursuant to the requirements set out in the contract, title to the shredded waste passes to the Contractor.

### **Client Support and Role:**

The Project Authority will be responsible for the scheduling of all tasks.

**ANNEX "B" BASIS OF PAYMENT****A. Contract Period (From date of Contract Award for a 2 Year Period)****Task A – Paper –Based (Records and Archives) Documents**

ITEM	DESCRIPTION	UNIT	# OF MONTHS	PRICE PER UNIT PER MONTH	# OF UNITS	EXTENDED PRICE
1	All inclusive lump sum rate for the provision of collection bins, collection, shredding, and removal/disposal on a regular basis for paper-based documents as detailed in Annex A.	Bin	24	\$ _____	9	\$ _____

**Task B – Documents, Magnetic Media, Textiles and Other Materials Suitable for Shredding**

“As and when requested” basis service for excess documents, magnetic media nad textiles as stated under Statement of Work “Task B”

I T E M	DESCRIPTION	UNIT	PRICE PER UNIT	ESTIMATED NUMBER OF TASK AUTHORIZATIONS	EXTENDED PRICE
2	All inclusive lump sum rate for the provision of collection bins, collection, shredding, and removal/disposal in accordance with Annex A of:				
	(a) media items (excluding hard drives)	Bin	\$ _____	8	\$ _____
	(b) hard drives	Per hard drive	\$ _____	8	\$ _____
3	All inclusive lump sum rate for the provision of collection bins, collection, shredding, and removal/disposal of textiles in accordance with Annex A	Bin	\$ _____	8	\$ _____
4	All inclusive lump sum rate for the provision of collection bins, collection, shredding, and removal/disposal of excess paper-based documents in accordance with Annex A	Bin	\$ _____	8	\$ _____

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**B. Option Year 1 (From 2 Years from Contract award date for a 1 year period)****Task A – Paper –Based (Records and Archives) Documents**

ITEM	DESCRIPTION	UNIT	# OF MONTHS	PRICE PER UNIT PER MONTH	# OF UNITS	EXTENDED PRICE
1	All inclusive lump sum rate for the provision of collection bins, collection, shredding, and removal/disposal on a regular basis for paper-based documents as detailed in Annex A.	Bin	12	\$ _____	9	\$ _____

**Task B – Documents, Magnetic Media, Textiles and Other Materials Suitable for Shredding**

“As and when requested” basis service for excess documents, magnetic media and textiles as stated under Statement of Work “Task B”

ITEM	DESCRIPTION	UNIT	PRICE PER UNIT	ESTIMATED NUMBER OF TASK AUTHORIZATIONS	EXTENDED PRICE
2	All inclusive lump sum rate for the provision of collection bins, collection, shredding, and removal/disposal of:				
	(a) media items (excluding hard drives)	Bin	\$ _____	8	\$ _____
	(b) hard drives	Per hard drive	\$ _____	8	\$ _____
3	All inclusive lump sum rate for the provision of collection bins, collection, shredding, and removal/disposal of textiles in accordance with Annex A	Bin	\$ _____	8	\$ _____
4	All inclusive lump sum rate for the provision of collection bins, collection, shredding, and removal/disposal of excess paper-based documents in accordance with Annex A	Bin	\$ _____	8	\$ _____

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**C. Option Year 2 (From 3 Years from Contract award date for a 1 year period)****Task A – Paper –Based (Records and Archives) Documents**

ITEM	DESCRIPTION	UNIT	# OF MONTHS	PRICE PER UNIT PER MONTH	# OF UNITS	EXTENDED PRICE
1	All inclusive lump sum rate for the provision of collection bins, collection, shredding, and removal/disposal on a regular basis for paper-based documents as detailed in Annex A.	Bin	12	\$ _____	9	\$ _____

**Task B – Documents, Magnetic Media, Textiles and Other Materials Suitable for Shredding**

“As and when requested” basis service for excess documents, magnetic media and textiles as stated under Statement of Work “Task B”

ITEM	DESCRIPTION	UNIT	PRICE PER UNIT	ESTIMATED NUMBER OF TASK AUTHORIZATIONS	EXTENDED PRICE
2	All inclusive lump sum rate for the provision of collection bins, collection, shredding, and removal/disposal in accordance with Annex A of:				
	(a) media items (excluding hard drives)	Bin	\$ _____	8	\$ _____
	(b) hard drives	Per hard drive	\$ _____	8	\$ _____
3	All inclusive lump sum rate for the provision of collection bins, collection, shredding, and removal/disposal of textiles in accordance with Annex A	Bin	\$ _____	8	\$ _____
4	All inclusive lump sum rate for the provision of collection bins, collection, shredding, and removal/disposal of excess paper-based documents in accordance with Annex A	Bin	\$ _____	8	\$ _____

**The Total Evaluated Price is determined by adding all of the EXTENDED PRICES for Task A and Task B for the initial Contract Period (A) and both the option years (B+C).**

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**ANNEX "C"**  
**SECURITY REQUIREMENTS CHECK LIST**

See Attached



**ANNEX "D"****INSURANCE REQUIREMENTS**

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

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**ANNEX "E"**  
**DND 626 TASK AUTHORIZATION FORM**

See attached