



RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Department of Justice
Finance and Planning Branch
Attention: Kayla Pordonick
284 Wellington Street – EMB Room 1245
Ottawa, Ontario K1A 0H8
Telephone: 613-946-9012
Bids Receiving Unit: 613-724-1521

Ministère de la Justice
Direction générale des finances et de la planification
attention: Kayla Pordonick
284, rue Wellington, ÉCE Pièce 1245
Ottawa, Ontario K1A 0H8
Téléphone : 613-946-9012
service de réception des soumissions : 613-724-1521

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Comments - Commentaires

Proposal To: Department of Justice

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

On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:

1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;
2. This bid is valid for the period requested in the bid solicitation;
3. All the information provided in the bid is complete, true and accurate; and
4. If the bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.

Proposition à : Ministère de la Justice

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

En apposant ma signature ci-après, j'atteste, au nom du soumissionnaire, que j'ai lu la demande de propositions (DP) en entier, y compris les documents incorporés par renvoi dans la DP et que :

1. le soumissionnaire considère qu'il a les compétences et que ses produits sont en mesure de satisfaire les exigences obligatoires décrites dans la demande de soumissions;
2. cette soumission est valide pour la période exigée dans la demande de soumissions ;
3. tous les renseignements figurant dans la soumission sont complets, véridiques et exacts; et
4. si un contrat est attribué au soumissionnaire, ce dernier se conformera à toutes les modalités énoncées dans les clauses concernant le contrat subséquent et comprises dans la demande de soumissions.

Title – Sujet	
RELOCATION SERVICES IN THE NATIONAL CAPITAL REGION (NCR)	
Solicitation No. – N° de l'invitation	Date
1000016303	August 19, 2014
Client Reference No. – N° référence du client	
GETS Reference No. – N° de référence de SEAG	
Solicitation Closes L'invitation prend fin	Time Zone Fuseau horaire
at – à 02 :00 PM – 14h00	Eastern Daylight Time (EDT) Heure Avancée de l'Est (HAE)
on – le September 11, 2014	
F.O.B. - F.A.B.	
Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address inquiries to – Adresser toute demande de renseignements à :	
Kayla Pordonick	
Area code and Telephone No. Code régional et N° de téléphone	Facsimile No. / e-mail N° de télécopieur / courriel
613-946-9012	kayla.pordonick@justice.gc.ca
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction	
National Capital Region	

Instructions: See Herein

Instructions : Voir aux présentes

Delivery required -Livraison exigée	Delivery offered -Livraison proposée
See Herein – Voir aux présentes	
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
Compétence du contrat : Province du Canada choisie par le soumissionnaire et qui aura les compétences sur tout contrat subséquent (si différente de celle précisée dans la demande)	
Vendor/firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone	
e-mail - courriel	
Name and title of person authorized to sign on behalf of Vendor/firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

**REQUEST FOR PROPOSAL (RFP)
1000016303**

FOR THE REQUIREMENT OF

***RELOCATION SERVICES IN THE NATIONAL CAPITAL
REGION (NCR)***

FOR THE

DEPARTMENT OF JUSTICE CANADA

Contracting Authority:

Kayla Pordonick

Contracting and Materiel Officer

Department of Justice Canada

284 Wellington Street – EMB Room 1245

Ottawa, Ontario K1A 0H8

Telephone: 613-946-9012

Email: Kayla.Pordonick@justice.gc.ca



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PART 1 - GENERAL INFORMATION

1.1 Project Summary

The Department of Justice Canada (JUS) National Accommodations Division has a requirement for relocation services in support of client requirements within the National Capital Region (NCR). Services of the personnel and equipment will be required on and as and when requested basis at JUS sites across the NCR.

The resulting contract will be a Task Authorization contract, from date of award until March 31, 2016 with the option to extend by two (2) additional one (1) year option periods. The annual budget for these services is estimated not to exceed \$400,000.00 plus applicable taxes; However, there is no minimum work guarantee.

1.2 Security Requirement

There is a security requirement associated with the requirement.

The bidder must identify a minimum of sixteen (16) personnel that are available to perform work under a resulting contract, as indicated in Mandatory Requirement M2. Of the proposed personnel:

- at least eight (8) personnel must hold, at a minimum, a valid SECRET security clearance, granted and approved by CISD/PWGSC; and
- the remainder of the personnel must hold a valid RELIABILITY STATUS security clearance, granted and approved by CISD/PWGSC.

At the date of bid closing, the security requirement MUST be met. The Bidder MUST submit evidence of security requirements with their bid submission, as indicated in Mandatory Requirement M4.

Under a resulting contract, there must be at least one (1) personnel with a valid SECRET security clearance on-site at Justice Canada premises at all times when work is being completed under the Contract.

By the end of the initial contract period, it will be necessary for all personnel (Contractor must maintain the minimum of sixteen (16)) who will perform work within the optional period(s), to hold at a minimum, a valid SECRET security clearance granted and approved by CISD/PWGSC. Security clearances will be verified before the option to extend the contract is exercised. Only those personnel whose clearance is verified at a minimum of SECRET will be able to continue performing work under the contract. If the Contractor cannot supply the minimum sixteen (16) resources all with a valid SECRET clearance, the optional period will not be exercised. The same process will be followed upon exercising the second option to extend the contract as well.

For additional information, consult Part 6 - Security Requirement and Part 7 - Resulting Contract Clauses.

1.3 Statement of Work

Please refer to Annex A – Statement of Work.

1.4 Debriefings

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

1.5 Communications Notification

As a courtesy, the Government of Canada requests that successful bidders notify the Contracting Authority in advance of their intention to make public an announcement related to the award of a contract.



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The 2003 (2014-03-01) [Standard Instructions](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/16) - Goods or Services - Competitive Requirements (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/16>), are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

Bids must be submitted in hard copy, as per the instructions in PART 3 – BID PREPARATION INSTRUCTIONS.

Bids must only be submitted to:

Department of Justice
Finance and Planning Branch
Attention: Kayla Pordonick
284 Wellington Street – EMB Room 1245
Ottawa, Ontario K1A 0H8
Telephone: 613-946-9012
Bids Receiving Unit: 613-724-1521

By the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile or email will not be accepted.

The outside of the envelope containing the proposal should clearly display the RFP number found on the cover page of this RFP.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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.

2.4 Applicable Laws

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

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



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid – three (3) hard copies and one (1) soft copy on a CD

Section II: Financial Bid – one (1) hard copy and one (1) soft copy on a CD

Section III: Certifications – one (1) hard copy

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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>). 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.

3.2 Section 1: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirement and how they will carry out the Work as described in Annex A – Statement of 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.

No prices must be indicated in the technical proposal.

Attachment 1 to Part 4: Technical Evaluation Criteria contains additional instructions that bidders should consider when preparing their technical bid.



3.3 Section II: Financial Bid

- II1 Bidders must submit their financial bid in accordance with Attachment 2 to Part 4 : Financial Evaluation. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is to be shown separately, as applicable.
- II2 Bidders must submit their rates FOB destination, as applicable, Canadian customs duties and excise taxes included, as applicable, and GST or HST excluded.
- II3 When preparing their financial bid, bidders should review the basis of payment in Annex B– Basis of Payment and clause 4.1.2, Financial Evaluation, of Part 4.
- II4 Bidders should include the following information in their financial bid:
 - 1) Their legal name;
 - 2) Their Procurement Business Number (PBN); and
 - 3) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to:
 - a) their bid; and
 - b) any contract that may result from their bid.

3.4 Section III: Certifications

Bidders must submit the certifications required under Part 5, including the attachments to Part 5.

Bidders must also submit Page 1 of this Request for Proposal, duly completed and signed and dated by a person authorized to sign on behalf of the Bidder (Vendor/firm).



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 EVALUATION PROCEDURES

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria (Step 1)

Refer to Attachment 1 to Part 4: Technical Evaluation Criteria.

4.1.2 Financial Evaluation (Step 2)

Refer to Attachment 2 to Part 4: Financial Evaluation.

Only compliant proposals meeting all of the requirements detailed in Steps 1 will be considered at this point.

Prices submitted will be evaluated to determine the bid evaluation price as defined in Attachment 2 to Part 4: Financial Evaluation.

Should there be an error in the extended pricing of the Bidder's proposal, the unit pricing and rates shall prevail and the extended pricing shall be corrected in the evaluation. Any errors in quantities of the Bidder's proposal shall be changed to reflect the quantities stated in the Request for Proposal (RFP).

Failure or refusal to provide a price or rate for any item in Attachment 2 to Part 4: Financial Evaluation shall be considered as failing to meet a mandatory requirement of the RFP and therefore, the Bidder's proposal shall be given no further consideration.

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

4.1.2.2 For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with Attachment 2 to Part 4: Financial Evaluation.

4.2 BASIS OF SELECTION – MANDATORY TECHNICAL CRITERIA

4.2.1 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 with the lowest evaluated price will be recommended for award of a contract.

4.2.2 In the event two or more responsive bids have the same lowest evaluated price, these bids will be ranked in descending order of evaluated total prices for Table 1 - Services; the responsive bid with the lowest evaluated total for Table 1 - Service being ranked the highest.



ATTACHMENT 1 TO PART 4 – TECHNICAL EVALUATION CRITERIA

Mandatory Technical Criteria (M)

The Mandatory Requirements listed below will be evaluated on a simple met/not met (i.e. compliant/non-compliant) basis. Each Mandatory Requirement should be addressed separately. Proposals which fail to meet the Mandatory Requirements will be deemed non-responsive and given no further consideration.

Proposals MUST demonstrate compliance with all of the following Mandatory Requirements and MUST provide the necessary documentation to support compliance.

Experience used to demonstrate compliancy must include the following information:

- The client organization/department the work was done for;
- The dates/duration of the project;
- A description of the project, including the scope and elements of the framework, and the results/outcomes of the work undertaken;
- Description of the activities performed.

Bidders are also advised that the month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

MANDATORY REQUIREMENTS			
Item	Mandatory Requirements	Cross Referenced to Proposal	MET/NOT MET
M1	<p><u>Bidder's Experience:</u> The Bidder must have a minimum of sixty (60) months experience in providing relocation services as described in the Statement of Work in Annex A to at least three (3) different Federal Government departments.</p>		
M2	<p><u>Minimum Proposed Personnel:</u> At a minimum, the Bidder must propose:</p> <ul style="list-style-type: none"> - One (1) Crew Supervisor - Twelve (12) Movers/Packers - Two (2) Installers - One (1) Licensed Driver (who will also perform moving tasks) 		
M3	<p><u>Crew Supervisor's Experience:</u> The Bidder must designate a bilingual Crew Supervisor as described in the Statement of Work in Annex A. That supervisor must have the following:</p> <ul style="list-style-type: none"> - A minimum of twelve (12) months experience in moving and relocating office equipment and furniture - A minimum of twelve (12) months experience in installing, assembling and disassembling office furniture - A minimum of six (6) months experience as a crew supervisor. 		
M4	<p><u>Security Requirements:</u> At least eight (8) proposed personnel must hold, at a minimum, a valid SECRET security clearance, granted and approved by CISD/PWGSC. The remainder of the proposed personnel must hold a valid RELIABILITY STATUS security clearance, granted and approved by CISD/PWGSC. At the date of bid closing, the security requirement MUST be met. In order to verify the security clearances, the following information must be provided for each:</p> <ul style="list-style-type: none"> - Full Name - Date of Birth - Security Clearance Number and Level - Name of organization holding the Clearance - Expiry Date 		



ATTACHMENT 2 TO PART 4 – FINANCIAL EVALUATION

The Bidder must complete the tables below and include them in its financial bid. As a minimum, the Bidder must respond to this pricing schedule by inserting in its financial bid, for each of the periods specified below, its quoted firm all inclusive hourly rate (in Cdn \$) for each of the Resource Categories identified, as well as its firm pricing for each of the items identified.

The rates specified below, when quoted by the Bidder, include any of the following expenses that may need to be incurred to satisfy the terms of any contract that may result from its bid:

- (a) all travel and living expenses for work performed within the National Capital Region (NCR). The NCR is defined in the National Capital Act, R.S.C. 1985, c. N-4, S.2. The National Capital Act is available on the Justice Website: <http://laws-lois.justice.gc.ca/eng/acts/N-4/page-1.html#docCont>;
- (b) any travel expenses for travel between the Contractor’s place of business and the NCR;
- (c) any travel and living expenses for the relocation of resources to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation;
- (d) the supply of any items for which the Contractor must use in order to carry out its duties within the Statement of Work, which includes but is not limited to: dollies, screen carts, computer carts, floor protection sheets, corner protectors, fridge carts, furniture glides/skates, blankets, furniture pads and the personnel’s toolkit; and
- (e) any parking charges the Contractor may occur when their vehicle(s) are not in use.

TABLE 1 - SERVICES						
RESOURCE CATEGORY	HOURLY RATES			D - TOTAL (A+B+C)	E - WEIGHT	WEIGHTED TOTAL (D x E)
	A -INITIAL PERIOD Date of Award to March 31, 2016	B -OPTION PERIOD 1 April 1, 2016 to March 31, 2017	C- OPTION PERIOD 2 April 1, 2017 to March 31, 2018			
Crew Supervisor					15%	
Mover/Packer					50%	
Installer					15%	
Cube Van with Licensed Driver (Mover)					10%	
Truck with 6800kg GVWR with Licensed Driver (Mover)					10%	
TABLE 1 - SERVICES TOTAL						



TABLE 2 - ITEMS				
ITEM	PRICING			TOTAL (J+K+L)
	J -INITIAL PERIOD Date of Award to March 31, 2016	K -OPTION PERIOD 1 April 1, 2016 to March 31, 2017	L- OPTION PERIOD 2 April 1, 2017 to March 31, 2018	
Warehousing (per cubic foot, per day)				
Cardboard Box, 2.2 cu. ft. (per box)				
Plastic Bin 30" x 24" with lid, labels and security ties (per box, per day)				
Plastic Moving Bin with Lid (per day, per bin)				
Packing/Duct Tape (per roll)				
Labels, roll of 100 (per roll)				
Bubble Wrap, 48in. x 750ft. (per roll)				
Shrink Wrap, 18in x 1500ft., 60 gauge (per roll)				
TABLE 2 - ITEMS TOTAL				

TABLE 3 – EVALUATION OF PRICE			
TABLE	M - TABLE TOTALS	N - WEIGHT	WEIGHTED TOTAL (M x N)
TABLE 1 - SERVICES		85%	
TABLE 2 - ITEMS		15%	
TOTAL EVALUATED PRICE			



PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and documentation 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, if any certification made by the Bidder is found to be untrue whether 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 with this request will also render the bid non-responsive or will constitute a default under the Contract.

Code of Conduct and Certifications - Related documentation

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 (2014-03-01). The related documentation therein required will assist Canada in confirming that the certifications are true.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Former Public Servant

The Bidder must submit a duly completed **Attachment 1 to Part 5 – Information on Former Canadian Public Servant**, as part of their bid.

5.1.2 Federal Contractors Program for Employment Equity

The Bidder must submit a duly completed **Attachment 2 to Part 5 – Federal Contractors Program for Employment Equity - Certification**, as part of their bid.

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

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

The Bidder must include as part of their bid a completed Attachment 2 To Part 5 - Federal Contractors Program for Employment Equity - Certification. If the Bidder is a Joint Venture, the Bidder must include as part of their bid a completed Attachment 2 To Part 5 - Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.1.3 Additional Certifications

Bidders must submit **Attachment 3 to Part 5 – Additional Certifications** as part of their bid.



ATTACHMENT 1 TO PART 5 – INFORMATION ON FORMER CANADIAN PUBLIC SERVANT

Former Public Servant

The Bidder must submit a duly completed **Attachment 1 to Part 5 - Information on Former Canadian Public Servant**, as part of their bid.

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 with FPS, bidders must provide the information required below before contract award.

A. 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.

B. 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.

C. 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.



ATTACHMENT 2 TO PART 5 – FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

Federal Contractors Program for Employment Equity

The Bidder must submit a duly completed **Attachment 2 to Part 5 - Federal Contractors Program for Employment Equity - Certification**, as part of their bid.

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with such request by Canada will also render the bid non-responsive or will constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [HRSDC-Labour's website \(http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/index.shtml\)](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/index.shtml).

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

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
 - A5.1 The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with HRSDC-Labour.

OR

- A5.2 The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to HRSDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

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



ATTACHMENT 3 TO PART 5 – ADDITIONAL CERTIFICATIONS

Additional Certifications

Bidders must submit **Attachment 3 to Part 5 - Additional Certifications** as part of their bid.

A. Status and Availability of Resources

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

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

Signature: _____

Date: _____

B. 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.

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or 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.

Signature: _____

Date: _____



PART 6 - SECURITY REQUIREMENT

6.1 Security Requirement

- 6.1.1 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;
- 6.1.2 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 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 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, inclusive of any amendment, must be in accordance with the scope of the Contract.

1.1.1 Task Authorization Process

1. For each Task Authorization, the Project Authority will provide the Contractor with a written email request, containing as a minimum: 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.
2. The Contractor must provide the Project Authority, within two (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 Annex B. The Contractor must also provide the categories and names of the proposed resources that will be conducting the work under the Task Authorization. Should a previously unnamed resource be proposed, security verification will be required prior to them completing any work under the Contract.
3. The Contracting Authority will then approve and issue the Task Authorization (TA) based on:
 - a) the written email request submitted to the Contractor by the Project Authority;
 - b) the Contractor's response received, submitted pursuant to paragraph 2 of section 1.1.1 above;
 - c) the satisfactory outcome of any level of effort negotiations conducted (as applicable);
 - d) the agreed total estimated cost for performing the work under the Task Authorization.
4. The Contractor must not commence work until a TA authorized by the Contracting Authority has been received and signed off 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 Minimum Work Guarantee – All the Work – Task Authorizations

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

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

The Department of Justice General Conditions 102 (2013-10-15) - Medium to High Complexity – Services, apply to and form part of the Contract. The general conditions can be found at:

<http://www.justice.gc.ca/eng/rp-pr/cp-pm/cont/index.html>



2.2 Specific Person(s) and Category of Personnel

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract:

(To be included at Contract Award)

2.2.1 Crew Supervisor:

2.2.2 Mover/Packer:

2.2.3 Installer:

2.2.4 Licensed Driver:

3. **Security Requirement**

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

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

3.1.1 The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Facility Security Clearance at the level of **SECRET**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

3.1.2 The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid personnel security screening at the level of **RELIABILITY STATUS** or **SECRET** as required, granted or approved by CISD/PWGSC.

3.1.3 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

3.1.4 The Contractor/Offeror must comply with the provisions of the:
(a) Security Requirements Check List and security guide, attached at Annex C;
(b) 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 to March 31, 2016.

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 two (2) additional one (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.

OPTION #1: April 1, 2016 to March 31, 2017

OPTION #2: April 1, 2017 to March 31, 2018

Canada may exercise this option at any time by sending a written notice to the Contractor at least five (5) 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.

By the end of the initial contract period, it will be necessary for all personnel (Contractor must maintain the minimum of sixteen (16)) who will perform work within the optional period(s), to hold at a minimum, a valid **SECRET** security clearance granted and approved by CISD/PWGSC. Security clearances will be verified before the option to extend the contract is exercised. Only those personnel whose clearance is verified at a minimum of **SECRET** will be able to continue performing work under the contract. If the Contractor cannot supply the minimum sixteen (16) resources all with a valid **SECRET** clearance, the optional period will not be exercised. The same process will be followed upon exercising the second option to extend the contract as well.

4.3 Termination on Thirty Days Notice

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



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

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Kayla Pordonick
Title: Contracting and Materiel Officer
Department of Justice Canada
Finance and Planning Branch
Address: 284 Wellington Street, EMB 1245, Ottawa ON, K1A 0H8
Telephone: 613-946-9012
E-mail address: Kayla.Pordonick@justice.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:

Name: **(to be named at contract award)**
Title: _____
Department of Justice
Directorate: _____
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

(to be completed by the Bidder)

Name: _____
Title: _____
Organization: _____
Address: _____
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 – Limitation of Expenditure – Task Authorizations

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.

7.2 Limitation of Expenditure

7.2.1 Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ _____ (**to be inserted at Contract Award**). Customs duties are included and Applicable Taxes are extra.

7.2.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
- b. four (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

7.3 Discretionary Audit

The following are subject to government audit before or after payment is made:

- a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
- b) The accuracy of the Contractor's time recording system.
- c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s).
- d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.

Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

7.4 Time Verification

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

7.5 Method of Payment

7.5.1 Multiple Payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment



provisions of the Contract if:

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

7.5.2 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in [2035](#) General Conditions – Higher Complexity, Services (2014-03-01) forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex D. The form can also be obtained from the Department of Justice internet site at <http://www.justice.gc.ca/eng/contact/enrol-inscri.html>.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in [2035](#) General Conditions – Higher Complexity, Services (2014-03-01) forming part of this Contract will not apply, until the Contractor corrects the matter.

8 **Invoicing Instructions**

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

Each claim must be supported by the following, where applicable:

- a) a copy of time sheets to support the time claimed; and
- b) a copy of the release document and any other documents as specified in the Contract.

8.2 On each invoice submitted by the Contractor, the following must be included:

- a) the Contract Number _____ (inserted at Contract Award);
- b) the applicable Task Authorization (TA) number the billing applies to;
- c) a description of the work performed; and
- d) the period in which the services were rendered.

8.3 Claims must be distributed as follows:

- a) The original and one (1) copy must be forwarded to the following address for certification and payment.
(to be named at contract award)

9. **Certifications**

9.1 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation 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 Federal Contractors Program for Employment Equity - Default by the Contractor

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

10. **Applicable Laws**

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



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 Department of Justice General Conditions 102 (2013-10-15) - Medium to High Complexity – Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) The approved signed Task Authorizations, inclusive of any amendments and annexes; and
- (g) the Contractor's Proposal dated **(to be inserted at contract award)**

12. Environmental Considerations

As of April 2006, the Government of Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. The environmental impact assessment of a product and/or service considers the whole life cycle of the product and/or service. Therefore, the Department of Justice encourages product/service suppliers to improve their operations to reduce their negative impact on the environment.

12.1 Environmental Properties Behaviour Recommended

12.1.1 Paper consumption:

- Provide and transmit draft reports and final reports in electronic format. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Project Authority.
- Printed material is requested on minimum recycled content of 30% and/or certified as originating from a sustainable managed forest.
- Recycle unneeded printed documents (in accordance with Security Requirements).

13. Replacement of Personnel

- 13.1 The Contractor will provide the services of the personnel named in the Contractor's Proposal to perform the Work, unless the Contractor is unable to do so for reasons which are beyond its control
- 13.2 Should the Contractor at any time be unable to provide their services, the Contractor will contact the Project Authority immediately. In such case, the Contractor is responsible to provide replacement personnel who shall be of similar skills and experience.
- 13.3 The Contractor shall propose replacement personnel for the Project Authority's review within five (5) working days. The Contractor shall submit, in writing, to the Project Authority the reasons for removal of personnel from the Work; the name of the proposed replacement; and the qualifications/experience of the proposed replacement, including their security clearance information.
- 13.4 Personnel assigned to the requirements must be capable of performing at a reasonable level of competence. Should any assigned personnel be deemed unsuitable by the Project Authority, the Contract shall provide an immediate replacement that is acceptable to the Project Authority.
- 13.5 The Contractor shall supply competent back-up personnel so that in the event of unforeseen sickness, accident, or any cause which renders a specific individual unavailable, such individuals can be replaced within five (5) working days by a person of like ability and qualification.
- 13.6 The assigned personnel will be monitored regularly for quality of services rendered. The measurement will be based on the quality and timeliness of the deliverables specified in the Task Authorizations. In the event that quality and deliverables are not produced as and when requested, Justice Canada reserves the right to request that the Contract replace the assigned resources immediately with those of like ability and qualification.
- 13.7 In no event shall the Contractor allow performance of the Work by unauthorized or unqualified personnel, whether initially named resources or replacement personnel. In addition, acceptance of any replacements by the Project Authority shall not relieve the Contractor from responsibility for failure to meet the requirements of the Contract.



14. Access to Government Facilities/Equipment

- 14.1 Access to the following Justice facilities, equipment, documentation and personnel may be required during the Contract period in order to perform the Work:
- a) Justice premises;
 - b) Equipment; and
 - c) Personnel for consultation.
- 14.2 Subject to the approval of the Project Authority, arrangements will be made for the Contractor to access the required facilities, equipment, documentation and personnel at the client's convenience.
- 14.3 However, there will be no day-to-day supervision of the Contractor's activities or control of hours of work by the Project Authority.

15. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex F. 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. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.



ANNEX A STATEMENT OF WORK

1. TITLE

Relocation Services for the Department of Justice Canada (Justice) in the National Capital Region (NCR)

2. BACKGROUND

The Department of Justice Canada (Justice) has over 2000 employees in the National Capital Region spread out in different locations. Over the past several years, the National Accommodations Division has had almost daily scheduled and unscheduled moves for dismantling and installation of office equipment that could range from one (1) office to a hundred (100) or more. It is possible that these numbers could increase or decrease as business needs arise.

3. OBJECTIVE

The objective of this requirement is to acquire services from one (1) Contractor to dismantle, move and install other equipment (kitchen appliances), office equipment, furniture, and related goods/services, for Justice on an "as and when requested basis". The services of the Contractor will be required between the following buildings:

- 284 Wellington Street;
- 100 Metcalfe Street;
- 275 Sparks Street;
- 99 Bank Street;
- 50 O'Connor;
- As needed, any other Department of Justice Canada office spaces located in the NCR.

4. SCOPE OF WORK

The Contractor must carry out, to the satisfaction of the Project Authority, on an "as and when requested basis" through Task Authorizations (TAs), the required services that include but are not limited to the following:

4.1 Dismantling, Moving and Installation Services

- Dismantling and installation of mostly Haworth and Teknion workstations. Could also include the dismantling and installation of any other type of furniture, workstations, and/or case goods.
- Reconfiguration of workstations, mostly Haworth and Teknion but could include other types of workstations as well;
- Moving office furniture, workstation systems, office equipment, computers, filing cabinets, records and other similar effects;
- Packing, crating, loading, uncrating, unpacking, unloading, assembling and clean up at the end of each move;
- Transportation by hand or by truck of workstation systems, office equipment, filing cabinets, records, etc., from one location to another within the NCR;
- Removal and installation of furniture lock sets;
- Provision of all necessary equipment/material to move furniture or equipment on an "as and when requested basis" (i.e. dollies, truck, van, as per work size and schedule); and
- Any other services as deemed acceptable and agreed upon between the Project Authority and the Contractor.

4.1.2 The Contractor must provide all appropriate managerial, administrative, direct labour personnel, tools, lifting equipment, wrapping materials, supplies and transportation that are necessary to accomplish all required services properly, safely and in a timely manner.

4.1.3 The Contractor is to prepare furniture and effects lists, and identify any items found to be damaged or scratched prior to any moves. The damage is to be verified by the Project Authority or its delegate, prior to the item being moved.

4.1.4 The Contractor shall wrap all articles subject to breakage, denting, scratching, marring, soiling, chafing, or damage with padding or other appropriate materials.

4.1.5 The Contractor is responsible for delivering all products in a "clean ready to be installed" and/or "utilized" state.



4.1.6 After Contract award, the Contractor is responsible to familiarize themselves with the locations in which this work is likely to occur, in order to assess the docking, loading and unloading facilities, and to become familiar with the various freight handling systems.

4.1.7 All work performed under the terms and conditions of any resulting Task Authorization (TA) will be subject to inspection and acceptance by the Project Authority.

4.2 Warehousing Services

For the full duration of the Contract, the Contractor must have access to onsite or offsite storage facility locations within the NCR on short notice, if required. The Contractor will be responsible to store and organize all furniture components and products within the facilities.

4.2.1 The Contractor is responsible for creating, providing and maintaining an updated inventory of all material, equipment and furniture stored. If requested by the Project Authority, the Contractor should be able to provide an inventory report within twenty-four (24) hours.

4.2.2 The Contractor will provide lifting equipment, wrapping material, etc. for the proper storage of goods and or disposal as well as all warehouse handling, including loading and unloading from trucks.

4.2.3 The Contractor personnel will store all products as per manufacturers recommended practices and abide by all specific site health and safety practices.

4.2.4 The Project Authority has the right to inspect the storage facilities and upon notice from Justice Canada the Contractor will address and resolve all issues within twenty-four (24) hours.

4.2.5 Furniture will be moved in and out of the warehouse on an as and when required basis.

4.2.6 All goods MUST be sorted by type, with the same type of goods on a skid, where applicable.

4.2.7 Department of Justice Canada National Accommodations Division employees will be granted access to warehouse facilities when applicable/necessary.

4.3 Contractor Equipment, Materials and Supplies

4.3.1 The Contractor must have the ability to correspond via email with Justice in order to receive Task Authorizations.

4.3.2 The Contractor shall provide all tools, equipment, supplies, and related material required for the performance of the work under any resulting Task Authorization at no extra cost to Justice. There should also be no additional transportation cost incurred between Justice NCR locations and the Contractor's premises.

4.3.3 Examples of items that may be required and are to be supplied by the Contractor, but are not limited to:

- Soft wheel padded dollies
- Screen carts
- Plastic library boxes with lids
- Electronic/computer carts (soft wheels)
- Plastic moving bins with lids
- Packing or duct tape
- Floor protection sheets (i.e. aspenite or equivalent)
- Corner protectors
- Labels
- Dollies
- Blankets/furniture pads
- Fridge cart
- Bubble wrap
- Furniture glides/skates.



4.3.4 Each crew will have ready for usage, the necessary tool kits that consist of the following, but are not limited to:

- Robertson screwdrivers, sizes #6 and #8
- Philips screwdrivers, sizes #5 and #8
- Two sizes of standard (flat head) screwdrivers, sizes #6 and #8
- Long needle nose pliers
- Vice grips
- Side cutters
- Metric and Imperial wrenches (complete sets)
- Rubber and Ballpeen hammers
- Cordless drills (with #6 and #8 Robertson screwdriver bits and Philips bits) with extra recharged batteries
- Metric and Imperial Allen keys (complete sets)
- 100-foot measuring tape
- Hammer
- Roller jacks

4.3.5 The Contractor may be asked to provide additional items, as identified in Annex B – Basis of Payment. These items must be approved by the Project Authority for use and will be reimbursed in accordance with the pricing provided in Annex B. Justice is under no obligation to purchase these additional items.

4.3.6 The Contractor must have at its disposal, an adequate number of moving trucks/vehicles to provide the services outlined within the Statement of Work and each Task Authorization. The Contractor must ensure that all vehicles are clean and in good working order and must be able to provide back-up vehicles in case of a breakdown, at no additional cost to Justice.

4.4 Work Permits, Licensing and Certificates

The Contractor must obtain and maintain all permits, licenses and certificates of approval required for the work to be performed under any applicable federal, provincial or municipal legislation. The Contractor is responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor must provide a copy of any such permit, license, or certificate to Canada.

4.5 Justice Facility Access/Parking

4.5.1 Justice will not provide facilities/accommodations to the Contractor or its personnel.

4.5.2 The Contractor shall be responsible for obtaining parking permits as required. The Contractor will be liable for any fines or other costs that result from a contravention of parking restrictions. It is the responsibility of the Contractor to contact the appropriate organizations who manage parking at the facilities, to enquire about and then advise personnel of parking requirements and restrictions. The parking regulations apply to both company vehicles and Contractor's personnel private vehicles.

4.5.3 There is no parking available onsite at Justice Canada's NCR locations. Justice will not be responsible for any parking fees that result when Contractor's vehicle(s) are not in use. Those costs are the Contractor's responsibility.

5. CONTRACTOR'S PERSONNEL

5.1 Required Personnel

The Contractor must at all times throughout the validity of the Contract be able to provide services of the following categories of resources:

- Crew Supervisor (Justice's single point of contact)
- Movers/Packers
- Installers
- Licensed Driver, who also performs moving tasks



5.1.1 The Crew Supervisor will act as Justice's single point of contact and must:

- Be able to work in both official languages (English and French)
- Carry a cellular phone at all times
- Manage the work requirements through Task Authorizations (TAs)
- Report to the Project Authority at the specified dates and times determined in the TAs
- Manage one or more projects at a time (potentially at different locations)
- Coordinate the sequence of a move or several moves, supervise/direct Contractor personnel, be responsible for all personnel's on-site conduct, and have the authority to request extra personnel if requested by the Project Authority.

5.1.2 The Contractor must ensure there is at least one (1) personnel with a valid SECRET security clearance on-site at Justice Canada premises at all times when work is being completed under the Contract.

5.1.3 The Contractor must provide the same individuals, if possible, for continuity and security purposes. If new personnel are involved, security information will be provided to the Project Authority so clearances can be verified prior to the new personnel starting work under the Contract.

5.1.4 The Contractor must ensure that all Contractor employees performing any work under the Contract are suitable for the type of work performed. Labour employed to perform services under this Contract shall be experienced and competent in the performance of the specific tasks to which they are assigned.

5.1.5 The Contractor must ensure that drivers provided under the Contract are licensed to operate the required vehicles and equipment.

5.1.6 The Project Authority reserves the right to reject any employees that are determined to be unsuitable to perform the services required. Notification will be given in writing to the Contractor specifying the individual(s) name(s) and reason for rejection.

5.2 Personnel Responsibilities

5.2.1 Personnel assigned to this work must be fully experienced movers, packers and installers and possess the knowledge and expertise necessary to competently perform the services required. Required experience/skills include, but are not limited to: packing, office relocations, assembly and dismantle of storage system units, and dismantle and installation of workstations including power screens or integrated workstations manufactured by but not limited to Haworth and Teknion.

5.2.2 Personnel assigned to perform services must be able to read and understand floor plans, screen and various furniture layouts.

5.2.3 All Contractor's personnel must bring a photo identification (ID) card (Health Card or Driver's License) to get a Justice Canada access card (provided by Justice Canada Security Office), and shall wear the Justice access card at all times while on Justice Canada's premises. Access cards are to be returned to Security at the end of each working day.

5.2.4 Personnel must wear protective footwear and clothing, must use protective equipment, materiel and devices as required, and in accordance with the Canada Occupational Safety and Health Regulations and the Labour Code. Contractor personnel must also act in accordance with any regulations set forth by the building owners and/or property managers.

5.2.5 All personnel must display the company's name or logo on the outer garment for identification & security purposes as well as the Justice building access card. At any time while on-site, the Contractor's personnel could be asked to identify themselves.

5.2.6 Each crew must carry one cellular device at all times for immediate responses.

5.2.7 All personnel on-site must comply with all safety, security regulations and smoking policies applicable to the building(s) in which the work is being conducted.

5.2.8 Electronic and sensitive equipment will be moved at the discretion of the Project Authority. It is the responsibility of the Contractor to determine all special requirements in regard to moving this equipment.



5.3 Code of Conduct

5.3.1 The Contractor shall maintain satisfactory standards of personnel competency, conduct, cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as required. The Contractor's personnel who perform services under this contract shall always be in uniform identifying them as employees. Contractor's personnel are expected to adhere to standards of conduct that reflect credit on themselves and their employer.

5.3.2 Neglect of duty is not acceptable. This includes unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or to cooperate in upholding the integrity of the work site security. Contractor personnel shall be on site only for performance of contractual duties and not for other business or personal purposes.

5.3.3 Disorderly conduct and use of abusive or offensive language shall not be permitted. Additionally, Contractor personnel shall not participate in disruptive activities which interfere with normal and efficient Departmental operations.

5.3.4 The Project Authority reserves the right to direct the Contractor to remove personnel from the work site for failure to comply with the code of conduct. The Contractor shall immediately replace such personnel to maintain continuity of services at no additional cost.

6. HOURS OF WORK

6.1 The Contractor and its personnel will complete work under this Contract within Justice Canada's core hours of operation from 8:00 – 17:00, from Monday to Friday, unless otherwise specified in the Task-Authorization (TA).

6.2 Outside of regular working hours is defined as evenings and/or weekends. The Task-Authorization (TA) would identify if/when this is necessary.

6.3 Under this Contract, Justice Canada defines a full day as 7.5 hours of work within the core hours of operation mentioned in 6.1, not including 0.5hours unpaid lunch break.

6.4 All services must be provided strictly in accordance with the hours of work and timeframes specified for the given work requirement. The work schedule may be subject to change, as authorized by the Project Authority.

7. TIMELINES

7.1 Justice Canada will provide the Contractor a minimum of forty-eight (48) hours notice for work required through a Task Authorization (TA) form. The TA will identify work required, location, date and time for work to be performed, and any other required details. For larger requirement requiring a number of personnel, a greater lead time will be given. For small requirements (up to 5 personnel), the Contractor should be able to supply adequate personnel within forty-eight (48) hours notice.

7.2 There may occasionally be a requirement for last minute or urgent requests, such as floods, other disasters, cabinet shuffles, etc. The Contractor will be required to provide movers on site with 2 hours notice. The Project Authority will communicate these requirements by telephone to the Contractor. A Task Authorization will be sent to confirm the telephone conversation.

7.3 The Contractor will comply strictly to the schedule and timelines as outlined in the Task Authorizations (TAs) unless otherwise authorized by the Project Authority.

8. LANGUAGE OF WORK

The Contractor must provide at least one resource on site at all times who is full bilingual (reading, writing and oral in both English and French) throughout the duration of the Contract.

9. TRAVEL REQUIREMENTS

There are no travel requirements associated with this Contract.



10. DAMAGE

10.1 Any damage to the premises resulting from a move carried out by the Contractor's movers/installers must be rectified by the Contractor within seven (7) days following that move and is the Contractor's responsibility and expense.

10.2 Any damage to furniture, furnishings and equipment, elevator cabs identified by the client authority resulting from a move carried out by the Contractor's movers/installers must be rectified within seven (7) days following that move and is the Contractor's responsibility and expense.

10.3 It is the responsibility of the Contractor to report to the Project Authority any damaged furniture, computers, screens, etc. prior to being moved; otherwise, the Contractor will be held responsible for the damaged equipment/furniture.

10.4 The Contractor's movers/installers are responsible for the cleanliness and organization of the storage facilities.

10.5 The Contractor is responsible for damages to stored products that are a result of improper storage practices.

10.6 The Contractor's personnel must familiarize themselves with procedures and schedules for accessing Justice Canada's occupied buildings in the NCR, including the elevators and loading and unloading facilities. No additional payment will be made as a result of the Contractor's failure to comply with this directive.

10.7 The Contractor will ensure that resilient floor covering, carpets and marble and terrazzo floors are protected from damage during the moves.

10.8 The Contractor will ensure that all heavy pieces of equipment and machinery are moved on proper dollies and over planking and protective floor coverings to prevent overloading or damage to floors in the work site buildings.

10.9 During and on completion of the moving services, the Contractor will collect all rubbish, crates and packing materials, remove them from the premises, and dispose of them in an appropriate manner.



**ANNEX B
BASIS OF PAYMENT**

A – SERVICES

- A1. The rates below include the following expenses that may need to be incurred to satisfy the terms of the contract:
- (a) all travel and living expenses for work performed within the National Capital Region (NCR). The NCR is defined in the National Capital Act, R.S.C. 1985, c. N-4, S.2. The National Capital Act is available on the Justice Website: <http://laws-lois.justice.gc.ca/eng/acts/N-4/page-1.html#docCont>;
 - (b) any travel expenses for travel between the Contractor’s place of business and the NCR;
 - (c) any travel and living expenses for the relocation of resources to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation;
 - (d) the supply of any items for which the Contractor must use in order to carry out its duties within the Statement of Work, which includes but is not limited to: dollies, screen carts, computer carts, floor protection sheets, corner protectors, fridge carts, furniture glides/skates, blankets, furniture pads and the personnel’s toolkit; and
 - (e) any parking charges the Contractor may occur when their vehicle(s) are not in use.
- A2. All proposed personnel must be available to work outside normal office hours during the duration of the Contract. No overtime charges will be authorized under the Contract.
- A3. The Contractor shall be paid the following firm all-inclusive hourly rate(s) in Canadian funds, GST or HST extra as applicable, for each resource category listed below, for work and services performed pursuant to this Contract:

INITIAL PERIOD – CONTRACT AWARD TO MARCH 31, 2016	
Category	Firm All-Inclusive Hourly Rate
Crew Supervisor	\$
Mover/Packer	\$
Installer	\$
Cube Van with Licensed Driver (Mover)	\$
Truck with 6800kg GVWR with Licensed Driver (Mover)	\$

- A4. Subject to the exercise of the Contract option to extend the Contract period, the Contractor shall be paid the following firm all-inclusive hourly rate(s) in Canadian funds, GST or HST extra as applicable, for each resource category listed below, to complete all work and services required to be performed in relation to the Contract extension:

OPTION PERIOD 1 – APRIL 1, 2016 TO MARCH 31, 2017	
Category	Firm All-Inclusive Hourly Rate
Crew Supervisor	\$
Mover/Packer	\$
Installer	\$
Cube Van with Licensed Driver (Mover)	\$
Truck with 6800kg GVWR with Licensed Driver (Mover)	\$



OPTION PERIOD 2 – APRIL 1, 2017 TO MARCH 31, 2018	
Category	Firm All-Inclusive Hourly Rate
Crew Supervisor	\$
Mover/Packer	\$
Installer	\$
Cube Van with Licensed Driver (Mover)	\$
Truck with 6800kg GVWR with Licensed Driver (Mover)	\$

B – ITEMS

B1. The Contractor shall be paid the following firm price(s) in Canadian funds, GST or HST extra as applicable, for each item listed below, for work and services performed pursuant to this Contract:

INITIAL PERIOD – CONTRACT AWARD TO MARCH 31, 2016	
Item	Firm Price
Warehousing (per cubic foot, per day)	\$
Cardboard Box, 2.2 cu. ft. (per box)	\$
Plastic Bin 30" x 24" with lid, labels and security ties (per box, per day)	\$
Plastic Moving Bin with Lid (per day, per bin)	\$
Packing/Duct Tape (per roll)	\$
Labels, roll of 100 (per roll)	\$
Bubble Wrap, 48in. x 750ft. (per roll)	\$
Shrink Wrap, 18in x 1500ft., 60 gauge (per roll)	\$

B2. Subject to the exercise of the Contract option to extend the Contract period, the Contractor shall be paid the following firm price(s) in Canadian funds, GST or HST extra as applicable, for each item listed below, for work and services to be performed in relation to the Contract extension:

OPTION PERIOD 1 – APRIL 1, 2016 TO MARCH 31, 2017	
Item	Firm Price
Warehousing (per cubic foot, per day)	\$
Cardboard Box, 2.2 cu. ft. (per box)	\$
Plastic Bin 30" x 24" with lid, labels and security ties (per box, per day)	\$
Plastic Moving Bin with Lid (per day, per bin)	\$
Packing/Duct Tape (per roll)	\$
Labels, roll of 100 (per roll)	\$
Bubble Wrap, 48in. x 750ft. (per roll)	\$
Shrink Wrap, 18in x 1500ft., 60 gauge (per roll)	\$



OPTION PERIOD 2 – APRIL 1, 2017 TO MARCH 31, 2018	
Item	Firm Price
Warehousing (per cubic foot, per day)	\$
Cardboard Box, 2.2 cu. ft. (per box)	\$
Plastic Bin 30" x 24" with lid, labels and security ties (per box, per day)	\$
Plastic Moving Bin with Lid (per day, per bin)	\$
Packing/Duct Tape (per roll)	\$
Labels, roll of 100 (per roll)	\$
Bubble Wrap, 48in. x 750ft. (per roll)	\$
Shrink Wrap, 18in x 1500ft., 60 gauge (per roll)	\$

- C1. Any Contractor or Contractor's resources that are required to work on site during non-business hours under this Contract must obtain pre-authorization in writing by the Technical Authority prior to commencing work.
- D1. All payments are subject to Government audit.



ANNEX C SECURITY REQUIREMENTS CHECK LIST



Government of Canada
Gouvernement du Canada

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

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 JUSTICE	2. Branch or Directorate / Direction générale ou Direction National Accommodations	
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 Moving and Relocation Services		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input 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 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 type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>



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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 checked="" 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 : Please see the Security Guide for clarification on the multiple levels of security.
- NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

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

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

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

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

- INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui

Security Classification / Classification de sécurité
--





Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

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	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP 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 indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



SECURITY GUIDE (to accompany the SRCL)

There must be a minimum of sixteen (16) proposed personnel that are available to perform work under a resulting contract.

Of the personnel proposed:

- At least eight (8) personnel must hold, at a minimum, a valid SECRET security clearance, granted and approved by CISD/PWGSC; and
- The remainder of the personnel must hold a valid RELIABILITY STATUS security clearance, granted and approved by CISD/PWGSC.

Under a resulting contract, there must be at least one (1) personnel with a valid SECRET security clearance on-site at Justice Canada premises at all times when work is being completed within the initial contract period.

By the end of the initial contract period, it will be necessary for all personnel (Contractor must maintain the minimum of sixteen (16)) who will perform work within the optional period(s), to hold at a minimum, a valid SECRET security clearance granted and approved by CISD/PWGSC. Security clearances will be verified before the option to extend the contract is exercised. Only those personnel whose clearance is verified at a minimum of SECRET will be able to continue performing work under the contract. If the Contractor cannot supply the minimum sixteen (16) resources all with a valid SECRET clearance, the optional period will not be exercised. The same process will be followed upon exercising the second option to extend the contract as well.



ANNEX D RECIPIENT ELECTRONIC PAYMENT REGISTRATION REQUEST FORM



Department of Justice
Canada

Ministère de la Justice
Canada

RECIPIENT ELECTRONIC
PAYMENT REGISTRATION
REQUEST

DEMANDE D'ADHÉSION DU
BÉNÉFICIAIRE AU PAIEMENT
ÉLECTRONIQUE

Protégé B
Protected B

Guideline on Completing the Recipient Electronic Payment Registration Request Form

INTRODUCTION

Recipients now have the option to receive payments from the Department of Justice Canada (DOJ) by cheque or by electronic payment. If you choose to sign up for electronic payments please print and complete the Recipient Electronic Payment Registration Request form. Please note, electronic payments will be made in Canadian dollars and can only be deposited into Canadian bank accounts.

There are two electronic payment modes available:

1. Direct Deposit (DD) - Once payments are deposited, DOJ will send the following information by e-mail: amount of payment, date of payment, invoice number, DOJ reference number, and brief description of the payment. This e-mail notification will act in lieu of a cheque stub.
2. Electronic Data Interchange (EDI) - To enrol in EDI you must contact your financial institution to ensure that the account is EDI-capable. There may be a fee for this service, as the financial institution notifies its clients according to its own criteria.

Changes to bank account used

If you wish to make any changes to the bank account used for payments (change of address, financial institution, branch, account number, etc.) you must complete a new Recipient Electronic Payment Registration Request form. When you request one of these changes, DO NOT CLOSE the present account until you receive your payment in accordance with that change.

COMPLETING OF FORM

There are three sections of the Recipient Electronic Payment Registration Request form that must be completed by the recipient.

1 - TYPE OF REQUEST

Please complete this section by filling out one of the three request types described below.

New request

If you choose to sign up for electronic payments with DOJ, please check the "New request" box and indicate which mode of payment you wish to use: DD or EDI.

Change

If you are already registered for electronic payments with DOJ, however, wish to modify your banking information or mode of electronic payment, please select the "Change" box and mark all other boxes that apply to your change request.

Cancellation

If you wish to opt out of the DOJ's electronic payments and return to receiving payments by cheque, you must select the "Cancel" box and complete only the second section of the form.

2 - RECIPIENT INFORMATION AND AUTHORIZATION

This section must be completed, signed and dated by the appropriate person (or persons) in order to authorize the electronic payment enrolment request, or to modify or cancel electronic payments.

If the recipient is an individual

Please enter your name, address and telephone number AS WELL AS AN E-MAIL ADDRESS so that DOJ can send e-mail notices and confirm receipt of payment. Also, you must sign the form in this section in order to authorize your request.

If the recipient is an organization

Please enter the name and address of your organization and make sure to complete the "Name of payment contact" field with the name of the contact person from your organization. Please also include the contact person's telephone number AND E-MAIL ADDRESS so that DOJ can send e-mail notices and confirm receipt of payment.



Also, authorized representative(s) must include their name, position, telephone number and signature, in order to authorize the request.

This section allows for up to two people to sign the form, in cases where the recipient requires two signatures for authorization, to receive, modify or cancel electronic payments.

3 - BANKING INFORMATION

If you attach a void cheque

Please attach a void cheque and complete fields 1, 2, 3 and 4 of this section. The void cheque must be from the account you wish to use for electronic payments. A sample of a void cheque is provided below identifying where the transit, bank and account numbers are located.

Name / Nom P.O. Box / C.P. 000 City / Ville, Canada H0H 0H0	Cheque No. N° de chèque 0000000	
Pay to the order of Payez à l'ordre de	\$ _____ Dollars	
"Void" «Nul»		
Signature	_____	
"000" "00000"000	000000"0	
Transit No. N° de la succursale	Bank No. N° de l'institution financière	Account No. N° du compte

If you do not attach a void cheque

If you do not provide a void cheque, the financial institution must validate the banking information by completing fields 5, 6 and 7 of the form. The financial institution must provide the name, address and telephone number of the financial institution, bank stamp and sign the form.

4 - FOR DEPARTMENT OF JUSTICE CANADA ONLY

This section is strictly reserved for DOJ's use only.

SENDING YOUR REQUEST TO THE DEPARTMENT OF JUSTICE CANADA

Please send the duly completed form with **original signature(s)** to the following address:

Chief, Accounting Services
Room 1263, East Memorial Building
Department of Justice Canada
284 Wellington Street
Ottawa, Ontario
K1A 0H8

Please write the following on the envelope: **"To be opened by addressee only".**



ANNEX E
TASK AUTHORIZATION (TA) FORM



TASK AUTHORIZATION (TA) FORM			
Contract Number : _____			
Contractor:			
Contact Name:			
Address:			
Telephone:			
Email:			
Task Authorization (TA) No.:		TA Revision No.:	
Task - Start Date:		Task - End Date:	
TA Work Location :			
<p>Security Requirements: This task <u>includes</u> security requirements.</p> <p>Please refer to the Security Requirements Checklist (SRCL) included in the Contract.</p> <p>The Contractor must provide the same individuals, if possible, for continuity and security purposes. If new personnel are involved, security information will be provided to the Project Authority so clearances can be verified prior to the new personnel starting work under the Contract.</p>			

FINANCIAL INFORMATION	
Total Estimated Cost of Task (HST extra) before the revision:	\$
Revision - Increase or Decrease (HST extra):	\$
Revised Total Estimated Cost of Task (HST extra):	\$

REQUIRED WORK
<p>A. Description of Work Required and Deliverables:</p>
<p>B. Basis of Payment:</p> <p>Limitation of Expenditure – Task Authorizations</p> <p>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.</p> <p>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.</p> <p>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.</p>



C. Cost Breakdown of Task (as per Annex B – Basis of Payment):

SERVICES:

Category	Firm All-Inclusive Hourly Rate	Estimated Level of Effort	Total
Supervisor	\$		\$
Mover/Packer	\$		\$
Installer	\$		\$
Cube Van with Licensed Driver (Mover)	\$		\$
Truck with 6800kg GVWR with Licensed Driver (Mover)	\$		\$
SERVICES - TOTAL			\$

ITEMS:

Item	Firm Price	Estimated Quantity	Total
Warehousing (per cubic foot, per day)	\$		\$
Cardboard Box, 2.2 cu. ft. (per box)	\$		\$
Plastic Bin 30" x 24" with lid, labels and security ties (per box, per day)	\$		\$
Plastic Moving Bin with Lid (per day, per bin)	\$		\$
Packing/Duct Tape (per roll)	\$		\$
Labels, roll of 100 (per roll)	\$		\$
Bubble Wrap, 48in. x 750ft. (per roll)	\$		\$
Shrink Wrap, 18in x 1500ft., 60 gauge (per roll)	\$		\$
ITEMS - TOTAL			\$

TOTAL COST		
A	SERVICES - TOTAL	\$
B	ITEMS - TOTAL	\$
C	TOTAL ESTIMATED COST OF TASK (A + B)	\$
D	HST	\$
E	TOTAL INCLUDING TAXES (C + D)	\$



D. Method of Payment:

Multiple Payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

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

AUTHORIZATIONS

By signing this TA, the Project Authority and the Contracting Authority certify that the content of this TA is in accordance with the conditions of the Contract.

Name and Title of Justice Canada Project Authority

Signature

Date

Name and Title of Justice Canada Contracting Authority

Signature

Date

CONTRACTOR'S SIGNATURE

Name and Title of Individual Authorized to Sign for the Contractor

Signature

Date



ANNEX F INSURANCE REQUIREMENTS

Commercial General Liability Insurance

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 endeavor 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.

(l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

(m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

(o) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

(p) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c.J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney



General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgment of receipt.

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

For other provinces and territories, send to:
Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

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

All Risk Property Insurance

The Contractor must obtain All Risks Property insurance while the Government Property is under its care, custody or control, and maintain it in force throughout the duration of the Contract, in an amount of not less than \$2,000,000.00. The Government's Property must be insured on Replacement Cost (new) basis.

1. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.

2. The All Risks Property insurance policy must include the following:

(a) Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority at least thirty (30) days written notice of policy cancellation.

(b) Loss Payee: Canada as its interest may appear or as it may direct.

(c) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by the Federal Government Department who issued the call up document and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

Warehouseman's Legal Liability Insurance

1. The Contractor must obtain Warehouseman's Legal Liability Insurance coverage on Government Property, and maintain it in force while under its care, custody or control for storage, in an amount of not less than \$2,000,000.00. The Government's Property must be insured on a Replacement Cost (new) basis.

2. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to Government Property to ensure that claims are properly made and paid.

3. The following endorsements must be included:

(a) Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of cancellation.



(b) Settlement of Claims: The insurance proceeds regarding any loss of or damage to Government Property must be payable to the appropriate party as directed by the Contracting Authority.

(c) Loss Payee: Canada as its interest may appear or it may direct.

(d) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by the Federal Government Department who issued the call up document and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

All Risk in Transit Insurance

1. The Contractor must obtain on the Government's Property, and maintain in force throughout the duration of the Contract, All Risk Property in Transit insurance coverage for all applicable conveyances while under its care, custody or control, in an amount of not less than \$2,000,000.00 per shipment. Government Property must be insured on Replacement Cost (new) basis.

2. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.

3. The All Risk Property in Transit insurance must include the following:

(a) Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority at least thirty (30) days written notice of any policy cancellation.

(b) Loss Payee: Canada as its interest appears or as it may direct.

(c) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by the Federal Government Department who issued the call up document and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

Automobile Liability Insurance

1. The Contractor must obtain Automobile 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.

2. The policy must include the following:

(a) Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence

(b) Accident Benefits - all jurisdictional statutes

(c) Uninsured Motorist Protection

(d) Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of cancellation.