



**RETOURNER LES SOUMISSIONS À:**

Bid Receiving Canada Border Services Agency / Réception des soumissions Agence des services frontaliers du CanadaCanada Border Service Agency

Canada Border Services Agency Contracting Bids Receiving 2405 St-Laurent Unit H Ottawa, ON K1A 0L8 (613) 941-6034

Bid Receiving Unit is open from Monday to Friday inclusively, between the hours of 07:30 and 3:30, excluding Statutory Holidays.

**REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION**

**Proposal To: Canada Border Services Agency**

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.

**Proposition aux: Agence des services frontaliers du Canada**

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

**Comments - Commentaires**

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

**Issuing Office – Bureau de distribution**  
Canada Border Services Agency / l'Agence des services frontaliers du Canada  
Place Vanier, Tower B  
355 North River Road, 17<sup>th</sup> Floor  
Ottawa (Ontario) K1A 0L8

<b>Title – Sujet</b> <b>Credit Reporting services</b>	
<b>Solicitation No. – N° de l'invitation</b> 1000321759	<b>Date :</b> May 27 <sup>th</sup> , 2015
<b>Client Reference No. – N° référence du client</b>	
<b>GETS Reference No. – N° de reference de SEAG</b>	
<b>File No. – N° de dossier</b>	<b>CCC No. / N° CCC - FMS No. / N°</b>
<b>Solicitation Closes – L'invitation prend fin</b> at – à 11 :00 AM on – le July 7 <sup>th</sup> , 2015	<b>Time Zone - Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Inquiries to : - Adresser toutes questions à:</b> <a href="mailto:Tanya.Nadeau@cbsa-asfc.gc.ca">CBSA-ASFC Solicitations-Demandes de soumissions@cbsa-asfc.gc.ca</a>	<b>Buyer Id – Id de l'acheteur</b> Tanya Nadeau <a href="mailto:Tanya.Nadeau@cbsa-asfc.gc.ca">Tanya.Nadeau@cbsa-asfc.gc.ca</a>
<b>Telephone No. – N° de téléphone :</b> 343-291-5714	<b>FAX No. – N° de FAX</b> N/A
<b>Destination – of Goods, Services, and Construction:</b> <b>Destination – des biens, services et construction :</b>  Canada Border Services Agency Agence des services frontaliers du Canada	

**Instructions : See Herein**  
**Instructions: Voir aux présentes**

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



**PROPOSAL TO THE CANADA BORDER SERVICES AGENCY**

**VENDOR INFORMATION AND AUTHORIZATION**

**Vendor Name and Address**

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**Legal Status (incorporated, registered, etc)**

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**GST or HST Registration Number and/or Business Identification Number (Canada Revenue Agency)**

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**Name and Title of Person authorized to sign on behalf of Vendor**

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Central Point of Contact**

The Vendor has designated the following individual as a central point of contact for all matters pertaining to the proposed contract, including the provision of all information that may be requested:

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

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

Email: \_\_\_\_\_

**Each proposal must include a copy of this page properly completed and signed.**



## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, Evaluation Criteria, Non-Disclosure Agreement, Financial Evaluation of Proposal and any other annexes.

### **2. Summary of Requirement**

The Canada Border Services Agency (CBSA) requires the professional services of a Contractor to provide 24/7 domestic (Canadian) and United States of America (USA) credit reporting services and support to CBSA security personnel on an as and when requested basis.

### **3. Contract Period**

The period of the contract is for three (3) years from date of contract award with two (2) twelve (12) month option periods to extend the contract under the same terms and conditions.

#### **3.1 Option Periods to extend the contract**

- (i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 2 additional (12) month periods under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
- (ii) Canada may exercise this option at any time by sending a written notice to the Contractor 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 formal contract amendment.



#### **4. Security**

For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

#### **5. Integrity Provisions**

As per the Integrity Provisions under section 01 of Standard Instructions [2003](#) and [2004](#), bidders must provide a list of all owners and/or Directors and other associated information as required. Refer to section [4.21](#) of the *Supply Manual* for additional information on the Integrity Provisions.

#### **6. Trade Agreements**

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

#### **7. Debriefings**

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



## PART 2 - BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<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](#) (09-25-2014) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

#### 1.1. Revision of Departmental Name

Reference to the Minister of Public Works and Government Services or to Public Works and Government Services Canada contained in any term, condition or clause of this contract shall be interpreted as a reference to the Canada Border Services Agency (CBSA), as the case may be, with the exception of the following clauses:

- a. Standard Clauses and Conditions; and
- b. Security Requirements.

#### 1.2. In the 2003(2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, at Article 01(2014-09-25) Integrity Provision - Bid:

Delete in its entirety.

Subsections 04 and 05 of Section 01, Integrity Provisions - Bid of Standard Instructions ([2003](#)) incorporated by reference above are deleted in their entirety and replaced with the following:

4. Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner, at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA). These bidders must diligently inform Canada in writing of any changes affecting the list of directors during this procurement process as well as during the contract period.
5. Canada may, at any time, request that a bidder provide properly completed and signed Consent Forms ([Consent to a Criminal Record Verification form - PWGSC-TPSGC 229](#)) for any or all individuals mentioned above within a specified time frame. Failure to provide such consent forms and associated information within the time frame provided, or failure to cooperate to the verification process, will result in the bid being declared non-responsive.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

**Delete: 60 days**  
**Insert: 120 days**



## 2. SACC Manual Clauses

A9117C	(2007-11-30)	T1204 - Direct Request by Customer Department
C6000C	(2007-05-25)	Limitation of Price
C2900D	(2000-12-01)	Tax Withholding of 15 Percent

## 3. Submission of Bids

**Bids must be submitted only to the Canada Border Services Agency (CBSA) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.**

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

- 3.1 In the 2003(2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, at Article 05(2014-09-25) Submission of Bids, subsection 2.d.:

Delete in its entirety.

- 3.2 In the 2003(2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, at Article 08(2012-03-02) Transmission by Facsimile:

Delete in its entirety

## 4. Enquiries - Bid Solicitation

All enquiries or issues concerning this procurement must be submitted in writing to the Contracting Authority named in Part 1, item 5 as early as possible within the bidding period.

Enquiries and issues must be received by the Contracting Authority no later than five **(5) business days** prior to the bid closing date specified on the cover page or this RFP document to allow sufficient time to provide a response. Enquiries or issues received after that time may not be able to be answered prior to the bid closing date. To ensure consistency and quality of information provided to Bidders, the Contracting Authority will provide, simultaneously to all bidders to which this solicitation has been sent, any information with respect to significant enquiries received and the replies to such enquiries without revealing the sources of the enquiries.

It is the responsibility of the Bidder to obtain clarification of the requirements contained herein, if necessary, prior to submitting a bid.

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

A **request for a time extension** to the bid closing date will be considered provided it is received in writing by the TBS Contracting Authority at least five **(5) working days** before the closing date shown on page 1 of this RFP document. The request, if granted, will be communicated by [www.BuyandSell.gc.ca](http://www.BuyandSell.gc.ca) at least **two (2) working days** before the closing, showing the revised closing date. The request, if rejected, will be directed to the originator at least three (3) working days before the closing date by the TBS Contracting Authority.



## 5. Former Public Servant

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

### Definitions

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

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

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

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

### Former Public Servant in Receipt of a Pension

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

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

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

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

### Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:



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

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

## **6. 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.

## **7. Basis for Canada's Ownership of Intellectual Property**

No intellectual property is generated from this requirement.

## **8. Volumetric Data**

If provided, the data described in this Request for Proposal has been provided to Bidders to assist them in preparing their bids. The inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada's future usage of the services identified in this request for proposal will be consistent with this data. It is provided purely for information purposes.



## **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 (4 hard copies) and 1 soft copies on CD or USB

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

Section III: Certifications (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) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

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

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

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

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

**Four (4) printed hard copies and one (1) soft copy of the Technical Proposal are required. THE TECHNICAL PROPOSAL MUST EXCLUDE ANY REFERENCE TO FINANCIAL INFORMATION RELATIVE TO THE COSTING OF THE PROPOSAL.**

**BIDS TRANSMITTED BY ELECTRONIC MAIL AND/OR FACSIMILE WILL NOT BE ACCEPTED.**



## **Section II: Financial Bid**

**A single copy of the financial proposal is required.** Bidders are requested to submit their financial proposal (single copy) in an envelope **separate from** their technical proposal.

The Financial Proposal must include the pricing tables provided in Annex F to this solicitation.

**Failure to include a technical and/or financial proposal will result in the bid being non-responsive and not be considered further.**

### **Exchange Rate Fluctuation**

C3011T (2013-11-06), Exchange Rate Fluctuation

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

## **Section III: Certifications**

Bidders must submit the certifications required under Part 5.



## **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, financial and evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 Technical Evaluation-Mandatory Technical Criteria**

See Appendix D

#### **4.1.2 Financial Evaluation**

See Appendix F.

### **4.2 Basis of Selection- Mandatory Technical Criteria-Lowest Evaluated Price**

4.2.1 Only compliant Proposals will be considered.

4.2.2 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.



**PART 5 - CERTIFICATIONS**

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

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

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

**5.1 Certifications Precedent to Contract Award and Certifications Required with the Bid**

**5.1.1 Certifications Required with Bid**

**The certifications included in Article 5.1.1 to Part 5, Certifications, must be duly completed and submitted by the Bidder as part of its bid.**

**5.1.1 CERTIFICATION 1 – ACCEPTANCES OF TERMS AND CONDITIONS**

I, the undersigned, as the Bidder and/or an authorized representative of the Bidder, hereby certify that by signing the proposal submitted in response to **RFP 1000321759** that I agree to be bound by the instructions, clauses and conditions in their entirety as they appear in this RFP. No modifications or other terms and conditions included in our Proposal will be applicable to the resulting contract notwithstanding the fact that our proposal may become part of the resulting contract

Name (block letters): \_\_\_\_\_

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

Signature: \_\_\_\_\_

Telephone number: ( ) \_\_\_\_\_ Fax number: ( ) \_\_\_\_\_

Date: \_\_\_\_\_

**5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD**

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

**5.2.1 CERTIFICATION 2: INTEGRITY PROVISIONS - ASSOCIATED INFORMATION**

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



**5.2.2 CERTIFICATION 3: FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - BID CERTIFICATION**

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

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**5.2.3 CERTIFICATION 4: 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:** \_\_\_\_\_

**5.2.4 CERTIFICATION 5: EDUCATION AND EXPERIENCE**

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

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**5.2.5 CERTIFICATION 6: Conflict of Interest**

Canada may have engaged the assistance of private sector contractors in the preparation of this solicitation. Responses to this solicitation from any such contractor or with respect to which any such Bidder or any of its subcontractors, employees, agents or representatives are in any manner directly involved will be deemed to be in conflict of interest (real or perceived) and will not be considered. The Bidder represents and certifies that it has not received, nor requested, any information or advice from any such contractor or from any other company or individual in any way involved in the preparation of this solicitation or in the definition of the technical requirement. The Bidder further warrants and certifies that there is no conflict of interest as stated above.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**



## **PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS**

### **6.1 Security Requirements**

- 6.1.1 An escort will be provided to unscreened private sector individual(s) needing access to a Government of Canada facility/ work site.
- 6.1.2. No access to Government of Canada protected or classified information will be granted to unscreened private sector individuals performing the work necessary for this contract

### **6.2 INSURANCE REQUIREMENTS**

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



## 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"

### 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) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### 2.1 General Conditions

[2035 \(2014-09-25\)](#), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

The general conditions are modified as follows:

- 2.1 Delete Article 41 (2014-09-25) Integrity Provisions in its entirety.

#### 2.2 Supplemental General Conditions

4008 (2008-12-12) Personal Information

### 3. Security Requirements

- 3.1. An escort will be provided to unscreened private sector individual(s) needing access to a Government of Canada facility/ work site.
- 3.2. No access to Government of Canada protected or classified information will be granted to unscreened private sector individuals performing the work necessary for this contract

### 4. Period of the Contract

The contract period is for three (3) years from date of contract award with two (2) twelve (12) month irrevocable option periods to extend the contract under the same terms and conditions.

#### 4.1 Option Periods to extend the contract

- (i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional 12 month/year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
- (ii) Canada may exercise this option at any time by sending a written notice to the Contractor 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 formal contract amendment.



**5. Authorities**

**5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Tanya Nadeau  
Title: Senior Contracting Officer  
Canada Border Services Agency  
Comptrollership Branch  
Address: 355 North River Road  
Ottawa, Ontario  
K1A 0L8

Telephone: 343-291-5714  
E-mail address: Tanya.nadeau@cbsa.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 (to be inserted at contract award)**

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

**5.3 Contractor's Representative (to be inserted at contract award)**

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.

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

### Definitions

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

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

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

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

### Former Public Servant in Receipt of a Pension

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

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

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

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



## Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

## 7. Payment

### 7.1 Basis of Payment– Limitation of Expenditures

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in **Annex B**, to a limitation of expenditure of \$\_\_ (*insert the amount at contract award*). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

### 7.2 Limitation of Expenditures

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are \_\_\_\_\_ (*insert "included", "excluded" or "subject to exemption"*) and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 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.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.



### 7.3 Limitation of Price

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

### 8. Method of Payment

Canada will pay the Contractor at 100% basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

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

### 9. Direct Request by Customer Department

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

### 10. Discretionary Audit

C0100C (2010-01-11) Discretionary Audit Commercial Goods and/or Services

### 11. Time Verification

C0711C (2008-05-12) Time Verification

### 12. Invoicing Instructions

- (a) The Contractor must submit invoices in accordance with the information required in the General Conditions. The Contractor's invoice must include a separate line item for each element in the Basis of Payment provision.
- (b) By submitting invoices (other than for any items subject to an advance payment), the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- (c) Canada will only be required to make payment following receipt of an invoice that satisfies the requirements of this Article.
- (d) The Contractor will submit invoices on its own form, which will include:
  - (i) Invoice date, Deliverable and/or description of the work;
  - (ii) the Contractor name, business number and address;
  - (iii) Contract number, CBSA Reference Number. A contract number is 10 numeric digits long on a CBSA-issued contract or up to 17 characters for a PWGSC contract, Procurement Business Number (PBN)



- (iv) If no contract number, a commitment number provided by your CBSA client is required
- (v) Invoice number;
- (vi) Items, quantity, unit of issue, unit price, fixed time labor rates and level of effort, in accordance with the basis of payment, exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST);
- (vii) The unit price and / or rate on the invoice must correspond to the ones specified within the contract;
- (viii) Deductions for holdback, if applicable;
- (ix) The method of shipment together with date and reference numbers, shipment charges and any other additional charges, if applicable;
- (x) The GST or HST must be specified on all invoices as a separate item. All items that are zero-rated, exempt or to which the GST or HST does not apply, must be identified as such on all invoices; and
- (xi) All invoices must be in the currency identified within the contract.

By submitting an invoice, the vendor certifies that the invoice is consistent with the work delivered and is in accordance with the contract.

- (e) The Contractor will not submit an invoice prior to delivery of the work to which it relates.
- (f) The Contractor will send the original and one copy of the invoice to the Project Authority's paying office (CBSA Finance). The Contractor will send one copy of the invoice to the Contract Authority. As follows:

**The original and one copy of the invoice must be sent to the following location on a monthly basis:**

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

[vendors-fournisseurs@cbsa-asfc.gc.ca](mailto:vendors-fournisseurs@cbsa-asfc.gc.ca)

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

**: (To be inserted at Contract Award)**

## 2. Mail

Canada Border Services Agency  
NIRU  
105 McGill Street,  
Piece 260-01, 2<sup>nd</sup> floor  
Montreal, QC  
H2Y 2E7

**\*An electronic copy of the invoice must be sent to the Contracting Authority at the following email address on a monthly basis:**

[tanya.nadeau@cbsa-asfc.gc.ca](mailto:tanya.nadeau@cbsa-asfc.gc.ca)



### 13. Certifications

#### 13.1 Compliance

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

### 14. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_. (*Insert the name of the province or territory as specified by the Bidder in its bid, if applicable.*)

### 15. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035-(2014-09-25)-Higher Complexity services;
- (c) the supplemental general conditions 4008 (2012-12-12) Personal Information
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List
- (g) Annex D, Evaluation Criteria
- (h) Annex E, Non-Disclosure Agreement;
- (i) Annex F, Financial Evaluation of Proposal (Pricing Tables)
- (j) the Contractor's bid dated \_\_\_\_\_, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:*"), as clarified on \_\_\_\_\_ " **or** ", as amended on \_\_\_\_\_ " and *insert date(s) of clarification(s) or amendment(s)*)

### 16. Foreign Nationals (Canadian Contractor **OR** Foreign Contractor)

SACC Manual clause **A2000C** \_\_\_\_\_ (*insert date*) Foreign Nationals (Canadian Contractor)

**OR**

SACC Manual clause **A2001C** \_\_\_\_\_ (*insert date*) Foreign Nationals (Foreign Contractor)

### 17. Government Site Regulations

The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.

### 18. Non-disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex D, and provide it to the Project Authority before they are given access to information by or on behalf of Canada in connection with the Work.



## 19. Work Permit and Licenses

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 will provide a copy of any such permit, license, or certificate to Canada.

## 20. Conflict of Interest

In order to provide impartial and objective advice to Canada and to avoid any real or apparent conflict of interest, the Contractor represents and warrants that any proposed individual(s) assigned to perform any work under the contract must not be in a situation of conflict of interest that would render it unable to provide impartial assistance or advice to Canada, or affect or otherwise impair its objectivity in performing the work.

## 21. International Sanctions

21.1 Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.

Details on existing sanctions can be found at: <http://www.dfait-maeci.gc.ca/trade/sanctions-en.asp>

21.2 It is a condition of this Contract that the Consultant not supply to the Government of Canada any goods or services which are subject to economic sanctions.

21.3 By law, the Consultant must comply with changes to the regulations imposed during the life of the Contract. During the performance of the Contract, should the imposition of sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services cause an impossibility of performance for the Consultant, the situation will be treated by the Parties as a force majeure. The Consultant shall forthwith inform Canada of the situation; the procedures applicable to force majeure shall then apply.

## 22. Canada Facilities, Equipment, Documentation & Personnel

22.1 Access to the following Canada facilities, equipment, documentation and personnel may be required during the Contract period in order to perform the work:

- a. Client department's premises;
- b. Documentation; and
- c. Personnel for consultation.

22.2 Canada's facilities, equipment, documentation and personnel are not automatically at the disposal of the Contractor. The Contractor is responsible for timely identification of the need for access to the referenced facilities, equipment, documentation and personnel.

22.3 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 department's earliest convenience.



### **23. Insurance**

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



## ANNEX "A"-STATEMENT OF WORK

### 1. Title

#### Credit Reporting Services

### 2. Requirement Summary

The Canada Border Services Agency (CBSA) requires the professional services of a Contractor to provide 24/7 domestic (Canadian) and United States of America (USA) credit reporting services and support to CBSA security personnel on an as and when requested basis.

### 3. Background

Security screening is at the core of the [Policy on Government Security](#) as a fundamental practice that establishes and maintains a foundation of trust within government, between government and Canadians, and between Canada and other countries.

Security screening involves the collection of personal information from individuals, with their informed consent, and information from law enforcement and intelligence sources and other sources and methods to assess an individual's reliability and loyalty to Canada.

In accordance with the Policy on Government Security (PGS) and Standard on Security Screening, thorough credit reports are conducted in order to ensure that security screening is completed for current and new employees, and external consultants, contractors, subcontractors and temporary workers from Personnel agencies. Credit reports are to also be conducted to support criminal and inland enforcement being conducted by the CBSA. The CBSA conducts an average of 1700 reports per month.

### 4. Mandatory System Functionalities

The Credit Reporting system **MUST** allow CBSA security personnel to input the required information to conduct and obtain the credit report. The system **MUST** include at a minimum the required fields listed in this section to perform the verification :

#### 4.1 A Search function (a search field) :

- i. Surname
- ii. Given names
- iii. Address (# and street, city, province, state, country)
- iv. Postal code
- v. Date of Birth

#### Optional Search Function

- vi. 2nd address
- vii. Phone number



#### **4.2 Identification Fields**

- i. Date file was established Date of last activity on file
- ii. Date of birth or age of subject
- iii. Subject name
- iv. Current address
- v. Former address
- vi. Second former address
- vii. Also Known As (AKA)

#### **4.3 Inquiries Fields**

- i. Date, member number and member name for inquiries in the
- ii. past months
- iii. Total number of inquiries since file established
- iv. Foreign bureau inquiries (if applicable)

#### **4.4 Employment Fields**

- i. Current employer
- ii. Since, occupation
- iii. Former employer
- iv. Second former employer
- v. Since, occupation

#### **4.5 Summary Section that provides synopsis of file items:**

- i. List of public records or other information found in the public record section
- ii. Trade Oldest — Newest (or vice versa)
- iii. Total number of trades on the file
- iv. High credit
- v. Rating (R/1/0/1VI)

#### **4.6 Public Records Fields:**

- i. Bankruptcies
- ii. Third party collections
- iii. Secured loans
- iv. Judgments



#### **4.7 Trade Information:**

- i. Business/1D Code (Company name)
- ii. Report date
- iii. Opened date
- iv. High credit
- v. Terms
- vi. Balance
- vii. Past due amounts
- viii. Type of account
- ix. Months reviewed
- x. Date of last activity
- xi. Previous high rates
- xii. Additional information on account

#### **4.8 Credit Utilization**

- i. Total of all high credit amounts
- ii. Total of all open account balances

#### **4.9 Consumer Declaration**

- i. Statement/explanation/comments from the consumer

#### **4.10 United-States of America (USA) verifications (reports)**

- i. See section 5 Tasks/Deliverables, sub-section 5.4

### **5. Tasks / Deliverables**

The Contractor must:

- 5.1** Provide CBSA 30 licenses across Canada to conduct the verifications.
- 5.2** Provide complete, uninterrupted 24/7online access to the credit report services.
- 5.3** Provide each user with a unique ID and password to access the system for security reasons;



**5.4** Provide complete/detailed domestic (Canadian) and USA consumer credit reports when requested and required.

**Domestic (Canadian) reports must be received instantaneously. USA credit reports do not need to be provided instantaneously, however, all delays must be communicated with the CBSA departmental representative.**

The Contractor must provide CBSA with the ability to submit information for International (foreign) individual credit verifications such as but not limited to the following:

- Online
- Mail
- Fax
- Individual
- Bulk

**5.6** Provide online and telephone support on an as and when requested and required basis including but not limited to answering technical questions, interpretation of credit reports, etc...

**5.7** Provide/deliver training to CBSA personnel as and when requested and required. The training will be required if changes are made to the Contractor's credit reporting system that affects CBSA's ability to pull reports.

## **6. Constraints**

6.1. The Contractor must have measures in place to ensure that due to the confidential nature of the information and CBSA business, no log on the details of credit inquiries for CBSA screening purposes are kept, except for administrative purposes, such as the number of searches.

6.2. The Contractor must ensure that updates/changes to their system do not cause any disruption in services.

## **7. Languages:**

The Contractor **MUST** provide service in both official languages as and when requested and required.



**ANNEX "B"-BASIS OF PAYMENT**

*(to be inserted at contract award)*



ANNEX "C"-SECURITY REQUIREMENT CHECKLIST



Government of Canada / Gouvernement du Canada

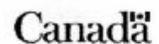
Contract Number / Numéro du contrat
Security Classification / Classification de sécurité
Protected B

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
2. Branch or Directorate / Direction générale ou Direction
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
5. a) Will the supplier require access to Controlled Goods?
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations?
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?
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas?
6. c) Is this a commercial courier or delivery requirement with no overnight storage?
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
7. b) Release restrictions / Restrictions relatives à la diffusion
7. c) Level of information / Niveau d'information

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
Protected B





Government of Canada / Gouvernement du Canada

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

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?
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?

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

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

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

- RELIABILITY STATUS / COTE DE FIABILITE
CONFIDENTIAL / CONFIDENTIEL
SECRET / SECRET
TOP SECRET / TRÈS SECRET
TOP SECRET - SIGINT / TRÈS SECRET - SIGINT
NATO CONFIDENTIAL / NATO CONFIDENTIEL
NATO SECRET / NATO SECRET
COSMIC TOP SECRET / COSMIC TRÈS SECRET
SITE ACCESS / ACCÈS AUX EMPLACEMENTS

Special comments:
Commentaires spéciaux :

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

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté?

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?

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?

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?

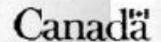
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

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?

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?

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
Protected B





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

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

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.
12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Government of Canada / Gouvernement du Canada

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

**PART D - AUTHORIZATION / PARTIE D - AUTORISATION**

**13. Organization Project Authority / Chargé de projet de l'organisme**

Name (print) - Nom (en lettres moulées) Cathy Martindale		Title - Titre A/Deputy Director	Signature <i>Cathy Martindale</i>	
Telephone No. - N° de téléphone 613-960-3377	Facsimile No. - N° de télécopieur 613-941-6105	E-mail address - Adresse courriel Cathy.Martindale@cbsa-asfc.gc.ca	Date 2014-06-18	

**14. Organization Security Authority / Responsable de la sécurité de l'organisme**

Name (print) - Nom (en lettres moulées) Pat Savage		Title - Titre Manager HQ Security	Signature <i>Pat Savage</i>	
Telephone No. - N° de téléphone 613-941-6088	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel Pat.Savage@cbsa-asfc.gc.ca	Date 2014-06-19	

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?  
Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?  No / Non  Yes / Oui

**16. Procurement Officer / Agent d'approvisionnement**

Name (print) - Nom (en lettres moulées) <i>Tanya Nadouau</i>		Title - Titre Senior Procurement Officer	Signature <i>Tanya Nadouau</i>	
Telephone No. - N° de téléphone <i>313-291-5714</i>	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel <i>Tanya.nadouau@cbsa.gc.ca</i>	Date <i>April 2015</i>	

**17. Contracting Security Authority / Autorité contractante en matière de sécurité**

Name (print) - Nom (en lettres moulées)		Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date	



## ANNEX D-EVALUATION CRITERIA

### 1.1 Experience:

Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirements, or reusing the same wording as the RFP, will not be considered "demonstrated" for the purposes of this evaluation. **The Bidder should provide complete details as to where, when, month and year, and how, through which activities / responsibilities, the stated qualifications / experience were obtained.** Experience gained during formal education shall not be considered work experience. All requirements for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.

When completing the resource grids the specific information which demonstrates the requested criteria should be in the grid. The reference to the page and project number should also be provided so that the evaluator can verify this information. It is not acceptable that the grids contain all the project information from the résumé, only the specific answer should be provided.

Bidders are advised that the month(s) of experience listed for a project in which the timeframe overlaps that of another referenced project 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.

Bidders are also advised that the experience is as of the closing date of the Request for Proposal. For example, if a given requirement states "The proposed resource must have a minimum of three (3) years' experience, within the last six (6) years, working with Java", then the six (6) years are accounted for as of the closing date of the RFP.

**Merely stating the experience is not sufficient and the proposal will be deemed non-compliant.**

**Example:** If the evaluation criteria demands experience in gathering, analyzing and validating findings, it is not sufficient just to state the resource has experience gathering, analyzing and validating findings. The experience **must** be demonstrated **and** a reference made to the specific location in the resume where corroborating information can be located in the manner indicated above.

The proposal documentation must include detailed Curriculum Vitae (Resume) of the proposed candidate as part of the technical bid. Indicate the location in your proposal where the requested information can be found for the evaluation criteria.

**NOTE: Each project summary must not exceed one page in length.**

### Evaluation Disclaimer

The Technical Evaluation of the proposals will be performed as follows:

#### Evaluation: Mandatory Technical Criteria

The mandatory criteria will be evaluated on a "Met/Not Met" (i.e. compliant/non-compliant) basis. Proposals **must** demonstrate compliance with the mandatory requirement and must provide the necessary documentation to support a determination of compliance. Proposals that fail to meet the mandatory requirements will be deemed non-compliant and will be given no further consideration.

#### Evaluation: Point Rated Technical Criteria

There are no point rated technical criteria



**MANDATORY TECHNICAL CRITERIA**

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Any bid which fails to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion must be addressed separately.

Mandatory Technical Criteria	Met	Not Met	Location of corroborating information in the solicitation	Comments
<b>MTC1</b> The Bidder must submit a signed proposal indicating their acceptance of all the terms and conditions, as per clause "Acceptance of Terms and Conditions" clause, Part 2 Article 1 of the Request for Proposal.				
<b>MTC2</b> The bidder <b>must demonstrate</b> that it has a <b>minimum of 10 years' experience</b> providing detailed credit reports <b>and</b> support services as described in the Statement of work at Annex A.				
<b>MTC3</b> The Bidder <b>must provide</b> a sample credit report that is generated from their credit reporting system.  The report <b>should</b> include at a minimum the following fields: <ul style="list-style-type: none"> <li>• A unique file number</li> <li>• Date the file was established</li> <li>• Date of the last activity on file</li> <li>• Name and Date of birth/age of subject</li> <li>• Address (current, former)</li> <li>• Number of inquiries</li> <li>• Number of public records</li> <li>• Utilization, Rating, Bankruptcies, Judgments</li> </ul> Additional information, Narratives, statements, explanations, etc..				



<b>MTC4</b>	<p>The Bidder <b>must demonstrate*</b> that it's credit reporting <b>and</b> support services provide the following:</p> <ul style="list-style-type: none"><li>• 24/7 online access</li><li>• Instantaneous online reports</li><li>• Has a backup report recovery system/strategy in place</li><li>• Has measures in place to protect confidentiality</li><li>• Telephone and online support.</li><li>• Credit reports from USA.</li></ul> <p><b>*In order to demonstrate meeting this criterion the bidder MUST clearly describe how their credit reporting system and support services meet <u>ALL</u> of the bullet points listed in this criterion (M4). Failure to do so will result in non-compliance with this mandatory criterion</b></p>				
<b>MTC5</b>	<p>The Bidder <b>must</b> demonstrate that it provides bilingual (French and English) client services <b>and</b> support.</p>				



**ANNEX E-NON-DISCLOSURE AGREEMENT**

I, \_\_\_\_\_, recognize that in the course of my work as an employee or subcontractor of \_\_\_\_\_, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. \_\_\_\_\_ between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and Canada Border Services Agency, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the **Contract Serial No.:**

\_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**ANNEX F-FINANCIAL EVALUATION OF PROPOSAL (PRICING TABLES)**

Bidders must submit their financial bid in accordance with the Pricing Schedule detailed below. The total amount of Applicable Taxes must be shown separately.

**1. Overview**

The financial proposal for this RFP requires that the Bidder provide all of the pricing information that will be used in developing the price.

**2. Professional Services- Cost per Report**

The Bidder must complete the following tables and provide a firm cost per report and per license and include them in its financial bid for each year of the contract including option years. The estimated number of reports for verification annually and licenses has been provided for evaluation purposes only and do not represent a commitment on behalf of Canada.

**Contract Period is for three (3) years from date of contract award plus two (2) twelve (12) month option period.**

**TABLE A**

	Estimated number of reports for verification*	Firm fixed Cost per Report**	Total
Contract - Year 1	20,400		
Contract - Year 2	20,400		
Contract – Year 3	20,400		
<b>SUBTOTAL</b>			
<b>TOTAL (TABLE A)</b>			

\* The estimated number of reports for verification is provided for evaluation purposes only

\*\* Fixed Cost per Report is firm and all-inclusive of overhead, profit and expenses

**TABLE B**

	Estimated price per license*	Firm fixed Cost per license**	Total
Contract - Year 1	30		
Contract - Year 2	30		
Contract – Year 3	30		
<b>SUBTOTAL</b>			
<b>TOTAL (TABLE B)</b>			

\* The estimated number of licenses is provided for evaluation purposes only.

\*\* Fixed Cost per license is firm and all-inclusive of overhead, profit and expenses.

**TABLE C**

**Two (2) option periods of twelve (12) month each.**

	Estimated number of reports for verification*	Firm fixed Cost per Report**	Total
Option Period 1	20,400		
Option Period 2	20,400		
<b>SUBTOTAL</b>			
<b>TOTAL (TABLE B)</b>			

\* The estimated number of reports for verification is provided for evaluation purposes only

\*\* Fixed Cost per Report is firm and all-inclusive of overhead, profit and expenses



**TABLE D**

	Estimated price per license*	Firm fixed Cost per license**	Total
Option Period 1	30		
Option Period 2	30		
<b>SUBTOTAL</b>			
<b>TOTAL (TABLE B)</b>			

\* The estimated number of licenses is provided for evaluation purposes only

\*\* Fixed Cost per license is firm and all-inclusive of overhead, profit and expenses

<b>Total Estimated Cost (SUM OF ALL TABLES A,B,C &amp; D ) Inclusive of all taxes</b>	<b>\$</b>
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**3.2 Other Expenses**

All original supporting documentation is required for the reimbursement of all direct expenses and sub-contracts.

**3.3** The Bidder’s financial proposal must be submitted in Canadian Funds, GST/HST excluded, FOB Destination, customs duties and excise tax included.

The total amount of Goods and Services Tax or Harmonized Sales Tax is to be shown separately, if applicable. The price of bids will be evaluated in Canadian dollars, Goods and Services Tax (GST) excluded FOB destination, Customs duties and Excise taxes included.

**NOTE: Prices must only appear in the Financial Bid and in no other part of the bid.**