



**RETURN BID TO/ RETOURNER LES SOUMISSIONS À :**

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 to 15:30,  
excluding Statutory Holidays.

Agence des services frontaliers du Canada  
Secteur de réception des soumissions  
2405 St-Laurent Unit H  
Ottawa, ON K1A 0L8  
(613) 941-6034

La Réception des soumissions est ouverte du lundi au  
vendredi inclusivement, entre les heures de 7h30 à  
15h30, à l'exclusion des jours fériés

**Request for Proposal  
Demande de proposition**

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

**Proposition à : l'Agence des services frontaliers du  
Canada (ASFC)**

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

**Comments – Commentaires :**

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

Issuing Office - Bureau de distribution  
Canada Border Services Agency / Agence des services  
frontaliers du Canada  
355 Ch. North River Road  
17<sup>th</sup> Floor - 17<sup>ième</sup> étage  
Ottawa ON  
K1A 0L8

<b>Title – Sujet:</b> Global Border Management Consulting Services	
<b>Solicitation No. – N° de l'invitation</b> 1000326329	<b>Date:</b> February 5, 2016

<b>Solicitation Closes – L'invitation prend fin</b> At /à: 11:00 AM (hours/heures) On/le : March 24, 2016	<b>Time Zone – Fuseau horaire</b> <input type="checkbox"/> EST(Eastern Standard Time) / HNE (heure normale de l'Est) <input checked="" type="checkbox"/> EDT(Eastern Daylight Saving Time) / HAE (heure avancée de l'Est)
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**F.O.B. – F.A.B.**  
**Plant-Usine:**  **Destination:**  **Other – Autre:**

**Address Enquiries to – Adresser toutes questions à:**  
**MICHEL DEROUIN**  
**EMAIL : [CBSA-ASFC\\_Solicitations-Demandes\\_de\\_soumissions@cbsa-asfc.gc.ca](mailto:CBSA-ASFC_Solicitations-Demandes_de_soumissions@cbsa-asfc.gc.ca)**

<b>Telephone No. - No de téléphone:</b> 343-291-5668	<b>FAX No. - No de télécopieur :</b>
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**Destination - of Goods and or Services:  
Destination - des biens et ou services :**

Canada Border Services Agency (CBSA) –  
Agence des services frontaliers du Canada (ASFC)

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

<b>Delivery Required – Livraison exigée</b> See herein – voir aux présentes	<b>Delivery Offered – Livraison proposée</b>
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**Vendor/Firm Name and Address – Raison sociale et adresse du fournisseur/de  
l'entrepreneur:**

<b>Telephone No. - No de téléphone:</b>	<b>FAX No. - No de télécopieur :</b>
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**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**



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## **PART 1 - GENERAL INFORMATION**

### **1.1 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, Security Requirements, the Security Requirements Checklist, the Federal Contractors Program for Employment Equity - Certification, the Task Authorization Form and any other annexes.

### **1.2 Summary**

1.2.1 In support of the its transformation strategy, ISTB seeks to retain the services of a global business and technology consultant with broad industry relationships and extensive work experience with the major public sector agencies providing border management services around the world, including significant experience in each of the Travellers, Commercial Goods and Enforcement/Intelligence spheres of work. This experience will inform the Consultant's advice regarding the options to address issues, viability and practical challenges related to options, current initiatives and directions in border management and also provide access to a network of contacts for further research.

From initial discussions with Branch senior management and other partners to gain an understanding of the current state, the Consultant will conduct and provide an environmental scan and situational analysis that reflects the direction of other international border services agencies.

The work required will build from an initial environmental scan conducted by the Contracted resource that will include at a minimum research into specific questions related to the direction of Border Technology to more refined advice and research in support of specific questions arising from the initial scan as well as other issues that emerge. A key element is the expectation that the Contracted Resource can provide comment, based on their experience, regarding the actual challenges of implementation of new processes and technologies within National Border Agencies other than the Canada Border Services Agency.

The work Contractor through its contracted resource will be required to engage partners throughout ISTB and CBSA as well as their external business network to seek ideas, options and information that can inform ISTB's agenda moving forward. While some research will be required for elements of the work, the key component the Contracted resource is to provide the practical, tangible experience achieved through working with border entities to be able to identify the issues and obstacles related to various courses of action including the reasoning behind decisions in those other organizations so that CBSA can choose the most beneficial course of action and achieve transformation with as smoothly and effectively as possible.



- 1.2.2 There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, bidders should refer to the [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.
- 1.2.3 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).
- 1.2.4 "The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the annex titled [Federal Contractors Program for Employment Equity - Certification.](#)"

### 1.3 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.



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## 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 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](#) (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

However any reference to Public Works and Government Services Canada or its Minister contained in these terms and conditions shall be interpreted as reference to Public Safety Canada or its Minister.

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

Delete: 60 days

Insert: 180 days

#### 2.1.1 Terms and Conditions of Request for Proposal and Resulting Contract

The proposal must be signed by the Bidder or by an authorized representative of the Bidder. The signature indicates that the Bidder agrees to be bound by the instructions, clauses and conditions in their entirety as they appear in this RFP. No modification or other terms and conditions included in the bidder's proposal will be applicable to the resulting contract notwithstanding the fact that the Bidder's proposal may become part of the resulting contract.

### 2.2 Submission of Bids

Bids must be submitted only to Canada Border Services Agency Contracting Bids 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 by facsimile and/or electronic mail (e-mail) to CBSA will **not be accepted.**

### 2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to 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.

## 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 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 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.

## 2.5 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.

## 2.6 Improvement of Requirement during Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 20 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## 2.7 Basis for Canada's Ownership of Intellectual Property

The Canada Border Services Agency has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

"4. where the main purpose of the Crown Procurement Contract, or the deliverables contracted for, is:

4.1 To generate knowledge and information for public dissemination."

Appendix A - Exceptions to Contractor Ownership and Treasury Board Exemption  
(<http://www.ic.gc.ca/eic/site/068.nsf/eng/00005.html>)



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## 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 copy on CD
- 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.

#### Section II: Financial Bid

**3.1.1** Bidders must submit their financial bid in accordance with the Pricing Schedule detailed in Attachment 1 to part 3. The total amount of Applicable Taxes must be shown separately.

#### 3.1.2 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

#### Section III: Certifications

Bidders must submit the certifications required under Part 5.



**ATTACHMENT 1 TO PART 3 - BID FINANCIAL EVALUATION (PRICING SCHEDULE)**

The Bidder must complete this pricing schedule and all of its tables and include it in its financial bid.

The Contract Period is for two (2) years from date of contract award.

**1. WORK TO BE PERFORMED WITHOUT THE USE OF TASK AUTHORIZATION (SEE SECTION 4 TASKS OF STATEMENT OF WORK)**

**1.1 TABLE A- Professional Services (non-Task Authorization work)-Section 4 of Statement of Work  
Professional Service Rates**

The Bidder must complete the following table and supply the per diem rate that will be applicable to each proposed resource (labour category) and provide a detailed breakdown of the total quoted price that the Bidder plans to utilize to fulfill the requirements of the contract in the following format:

	DESCRIPTION	PRICE
a)	<b>Labour:</b> For each individual and/or labour category, indicate <u>the proposed time rate* and the estimated time to be spent</u> by each. Although detailed support for the rates is not requested at this time, you should be prepared to provide same, if requested.	\$_____
b)	<b>Subcontracts:</b> List individually any subcontracts proposed, describing the work to be performed and giving a cost breakdown.	\$_____
c)	<b>Materials, supplies and other expenses:</b> Indicate general categories of materials, supplies and other expenses likely to be used or incurred during the course of the work, and the cost estimate for each.	\$_____
d)	<b>Travel and living:</b> There are no travel and Living expenses allowable under this contract.	
e)	<b>Profit or Fee:</b> State your proposed profit or fee, if any, and the basis on which it is applied or calculated.	\$_____
	<b>Total (evaluated) Ceiling Price (excluding HST)</b>	\$_____

\* Per Diem rates are firm and all inclusive of overhead, profit and expenses such as travel and time to the NCR facilities.

**2. WORK TO BE INITIATED AND PERFORMED BY USED OF TASK AUTHORIZATION (SEE SECTION 6. OF STATEMENT OF WORK)**

**2.1. Overview**

The Bidder must provide all of the pricing information that will be used in developing the price for any task authorization.



## 2.2 Professional Service Rates-Seminar/Facilitator

The Bidder must complete the following table and supply the per diem rate that will be applicable to each labour category and provided a detailed breakdown of the total quoted price that the Bidder plans to utilize to fulfill the requirements of the contract in the following format:

**Notes:** For the purpose of volumetric estimates, the following information is used for calculations per year,

a)	Estimated number seminar/workshops*	1 seminar
b)	Estimated level of effort required for strategy development, agenda development, coordination of speakers and preparation of materials*	15 days
c)	Estimated Total for provision of facilitation services*	1 day

\* The number of seminars, number of days required for strategy development, agenda development, coordination of speakers and preparation of materials\* and number of days for delivery of a facilitation services are estimated and provided for evaluation purposes only. **They do not represent a commitment on behalf of Canada.**

**TABLE B- Facilitator-(Seminars)**

Resource(s) Name	Estimated Level of Effort* (A)	All inclusive Firm Fixed Per Diem rate** (B)	Total (AxB)
Trainer/Facilitator	16 days		
<b>Limitation of Expenditure Subtotal</b>			

\*The estimated level of effort is for evaluation purposes only.

\*\* The Firm Fixed per diem rate is firm and all inclusive of overhead, profit and expenses such as travel and time to the NCR facilities.

**NOTE:** The list and number of participants, budget time, content and location will be determined by CBSA. Please see section 6.2, article b of the statement of work for more information.

## 2.3 TABLE C- Professional Services (Task Authorization work)-Section 4 of Statement of Work

The Bidder must complete the following table and supply the per diem rate that will be applicable to each labour category inserted by the bidder and provided a detailed breakdown of the total quoted price that the Bidder plans to utilize to fulfill the requirements of the contract in the following format. The Bidder may add or subtract lines in the resource(s) name/resource category as needed to include the names of the team they are proposing:

Contract Period is for 2 years from date of contract award		
Resource(s) Name/resource category	Firm fixed per diem rate**	Total
<b>Evaluated Price Table C:</b>		

\* The estimated level of effort is provided for evaluation purposes only

\*\* **Per Diem rates** are firm and all-inclusive of overhead, profit and expenses such as travel and time to the NCR facilities.

For evaluation purposes only the estimated level of effort for the professional services (TA authorization work)-section 4 of the Statement of work is estimated at a total of 500 days for all resources combined. The average per diem rate will be calculated by adding all the per diem rates proposed by the bidder for Table C and divided by the number of resources provided. The evaluated price for table C will be established by multiplying the average per diem rate by the estimated level of effort of 500 days.

<b>Total (SUM OF TABLE A &amp; B &amp; C )</b>	<b>\$ _____</b>
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### 3.0 Definition of a Day/Proration:

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked ("Days worked", in the formula below) which is less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$Days\_worked = \frac{Hours\_Worked}{7.5\_hours\_per\_day}$$

### 4.0 Other Expenses

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

- 4.1 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.**



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## 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

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words “must” or “mandatory” is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The Mandatory evaluation criteria are described in Attachment 4.1 - Bid Evaluation Criteria.

##### 4.1.1.2 Point Rated Technical Criteria

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in Attachment 4.1 - Bid Evaluation Criteria.

### 4.2 Basis of Selection

#### 4.2.1 Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of 95 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 141 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.



7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000	\$50,000	\$45,000
Calculations	Technical Merit Score	$115/135 \times 70 = 59.50$	$89/135 \times 70 = 46.20$	$92/135 \times 70 = 47.60$
	Pricing Score	$45/55 \times 30 = 24.60$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
Combined Rating		84.10	73.20	77.60
Overall Rating		1 <sup>st</sup>	3 <sup>rd</sup>	2 <sup>nd</sup>



**ATTACHMENT 4.1 - BID EVALUATION CRITERIA**

**1. 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. Mandatory requirements are evaluated on a simple pass or fail basis. Failure by a Bidder to meet any one of the mandatory requirements will render the Bidder's proposal non-responsive and will not be given further consideration. The treatment of mandatory requirements in any procurement process is absolute.

<b>Mandatory Technical Criteria (MT)</b>				
Attention Bidder: Beside each of the criterion, the Bidder should write the relevant page number(s) from its proposal which addresses the requirement identified in the criterion. Each criterion should be addressed separately.				
Mandatory Technical criterion not addressed will be considered as "Not Met".				
	<b>Mandatory Technical Criteria</b>	<b>MEETS</b>	<b>DOES NOT MEET</b>	<b>Cross Reference to proposal (Page #)</b>
<b>MT1</b>	The Bidder <b>must</b> 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 2.1.1 of the Request for Proposal.			
<b>MT2</b>	The Bidder <b>must</b> provide a detailed résumé for each of the proposed resource that describes relevant project descriptions of the resource's work experience. <b>The bidder must clearly identify the lead resource and the role of each of the resources being proposed.</b>  The Bidder should provide the following information: <ul style="list-style-type: none"> <li>• Full name of the individual proposed;</li> <li>• Education/Academic qualifications;</li> <li>• Official languages profile;</li> <li>• A profile describing the areas of experience or strength of the individual proposed;</li> <li>• Timeframe of the work experience shown as (Month/year to Month/year);</li> <li>• Summary of each project that identifies the role and tasks of the specific resource.</li> </ul> The Bidder should bold-face or high-light the relevant areas in the resource's CV.			
<b>MT3</b>	The Bidder <b>must</b> demonstrate that the lead resource has provided consultative advice and guidance leading to significant* business transformation change in program and/or technical processes on three (3) projects for a National Border Management Agency that is not the Canada Border Services Agency. At least 2 of the 3 project must have been a minimum value \$150M (CAN)			



MT4	The Bidder <b>must</b> demonstrate that the proposed lead resource has at least 10 years' experience working as a lead resource on Border Management initiatives and/or projects.			
MT5	The bidder <b>must</b> demonstrate that at least one member of the team of proposed resources has conducted at least two (2) environmental scans on international border management that included the identification of international best practices.			
MT6	The Bidder <b>must</b> demonstrate that the lead resource has experience working as a senior lead resource in the examination of Global Border Management best practices* on behalf of National Border Management Agencies.  *Best practices is defined as the identification of effective and efficient processes and their practical application in Border Management organizations.			
MT7	The Bidder <b>must</b> demonstrate that the proposed resource responsible for facilitating the seminar is fluently bilingual in both English and French (Written and Spoken).  In order to demonstrate meeting this criterion, the bidder must: <ul style="list-style-type: none"><li>• Demonstrate that the proposed resource has delivered at least 3 seminars and/or workshops. At least 1 of the 3 workshops/seminars must have been delivered in French and/or bilingual (English and French).</li><li>• Provide evidence in the form of a reference letter that can attest to the proposed resource's ability to communicate (defined as the ability to read, write and speak) fluently in both English and French.</li></ul>			



**2. Point Rated Technical Criteria**

Each Technical Bid that meets all the Mandatory Requirements specified above will be evaluated and scored in accordance with the following point-rated evaluation criteria tables.

<b>Point Rated Technical Criteria (RT) - Scores</b>				
Attention Bidder: Beside each of the criterion, the Bidder should write the relevant page number(s) from its proposal, which addresses the requirement identified in the criterion. Each criterion should be addressed separately.				
Point rated technical criterion not addressed will be given a score of zero.				
	<b>Point Rated Technical Criteria</b>	<b>Scoring Methodology</b>	<b>Maximum points</b>	<b>Cross Reference to proposal (Page #)</b>
<b>RT1</b>	<p>The Bidder should demonstrate that the lead resource and/or the senior proposed resource (s) has experience working with government in the following border management areas:</p> <ul style="list-style-type: none"> <li>• Travellers Programs/Movement of People; and/or</li> <li>• Commercial Programs/Movement of Goods; and/or</li> <li>• Enforcement and Intelligence; and/or</li> <li>• Border Technology.</li> </ul> <p>The bidder must include the project descriptions and roles and responsibilities of the resources and how Government and industry stakeholders were engaged.</p>	<p>Maximum of 5 points per each bullet point will be awarded up to a maximum of 20 points. Each bullet point will only be score once:</p> <ul style="list-style-type: none"> <li>• Travellers Programs</li> <li>• Commercial Programs</li> <li>• Enforcement and Intelligence</li> <li>• Border Technology</li> </ul>	Up to 20 points	
<b>RT2</b>	<p>The Bidder should demonstrate that its team of proposed resources have experience working with governments conducting the following activities related to border management:</p> <ul style="list-style-type: none"> <li>* Performing environmental scans and/or;</li> <li>*Providing consultative services to senior executives and/or;</li> </ul>	<p>5 points per bullet point will be awarded up to a maximum of 25 points:</p> <ul style="list-style-type: none"> <li>* Performing environmental scans related to border management</li> <li>*Providing consultative services to senior executives (up to the level (or equivalent) of a National Border Management Agency</li> </ul>	Up to 25 points	



	<p>*Gathering information and/or;</p> <p>*Providing recommendations for change to systems and processes to senior executives and/or;</p> <p>*Developing (research, analysis and authorship) of white papers/policy papers related to overall vision for Border Management in the future</p> <p>The bidder must include the project descriptions and roles and responsibilities of the resources and how Government and industry stakeholders were engaged.</p>	<p>Head)</p> <p>*Gathering information ;</p> <p>*Providing recommendations for change to systems and processes to senior executives (up to the level (or equivalent) of a National Border Management Agency Head)</p> <p>*Developing (research, analysis and authorship) of white papers/policy papers related to overall vision for Border Management in the future</p>		
RT3	<p>The bidder should demonstrate that the proposed resource(s) that will be providing consultative advice and guidance and working with senior level executives has experience providing consultative advice and guidance and working with senior level executives within National Border Management Agencies.</p>	<p>5 points - 1 country</p> <p>10 points - 2 countries</p> <p>20 points - 3-4 countries</p> <p>30 points - 5 or more countries</p>	Up to 30 points	
RT4	<p><b>Work Plan:</b></p> <p>The Bidder should provide a breakdown of the non-Task Authorization portion of the work identified in the statement of work into a proposed per-phase work plan that:</p> <ul style="list-style-type: none"> <li>Shows a logical organization of tasks to be completed and scheduling for the work including resources to be consulted;</li> <li>Provides details on team composition, the responsibilities of the team members and expected efforts per task; and demonstrates that the level of effort is appropriate for the tasks outlined in the Statement of Work.</li> </ul>	<p>20 points maximum will be awarded for demonstration of all of the following:</p> <ul style="list-style-type: none"> <li>All major tasks required to achieve the deliverables are identified;</li> <li>The list of resources to be consulted is consistent with the objectives of the and is sufficient to achieve the deliverables;</li> <li>The research team composition and responsibilities is appropriate to the achievement of the deliverables;</li> <li>The level of effort proposed for the work as a whole and for the component parts, is</li> </ul>	Up to 30 points	



		<p>sufficient to deliver the proposed deliverables.</p> <p>Plus, an additional 10 points will be awarded for demonstration of all of the following:</p> <ul style="list-style-type: none"> <li>• The organization of tasks is logical for this type of work;</li> <li>• The Majority of key responsibilities rest with the team members with the most experience; and,</li> <li>• At least one contingency plan is outlined for meeting the objectives and deliverable target dates.</li> </ul>		
RT5	<p><b>Approach and Methodology:</b></p> <p>The bidder should outline the comprehensive approach and specific tasks proposed to complete all aspects of the non-task authorization portion of the work identified in the statement of work.</p> <p>Sufficient detail should be provided to allow for a complete understanding of the approach to the work undertaken. This should include but is not limited to:</p> <ul style="list-style-type: none"> <li>• Description of the proposed approach's methodology (including but not limited to the economic methodology) and its advantages and disadvantages.</li> </ul>	<p>6 points available per bullet point up to a maximum of 36 points:</p> <ul style="list-style-type: none"> <li>• Data analysis and the Identification of challenges in obtaining required data and mitigation strategies</li> <li>• Contingency for dealing with unexpected data</li> <li>• Ethical and confidentiality considerations</li> <li>• Data retention and destruction</li> <li>• Structure and conduct of interviews</li> <li>• International Private sector engagement</li> </ul>	Up to 36 points	
<b>Total maximum technical points</b>			141 points	
<b>Total minimum points required</b>			95 points	
<p>NOTE: If the bidder's technical proposal does not score the total minimum required (95 points out of 141 points) of the rated technical criteria, the bidder's proposal will be deemed non-compliant.</p>				



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## PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional 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 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 will render the bid non-responsive or constitute a default under the Contract.

### 5.1 Certifications Required with the Bid

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

#### 5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed [Declaration Form \(http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html), to be given further consideration in the procurement process.

### 5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

#### 5.2.1 Integrity Provisions - List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

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

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

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



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 provide the Contracting Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

### 5.3 Additional Certifications Required with the Bid

#### 5.3.1 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.

#### 5.3.2 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.



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## PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

### 6.1 Security Requirements

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 requirements as indicated in Part 7 - Resulting Contract Clauses;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

2. For additional information on security requirements, 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.

### 6.2 Additional Security Requirement

The Canada Border Services Agency will conduct its own personnel Reliability Status assessment on the recommended Contractor and its personnel as per the Treasury Board Secretariat of Canada's (TBS) "Security and Contracting Management Standard" and the Policy on Government Security - Personnel Security Standard, irrespective of whether such assessment has already been conducted under any such policies. The Reliability Status assessment conducted by the CBSA will include a credit check performed by an authorized security official with the CBSA's "Personnel Security Screening Section" (PSSS), which is independent of the Public Works and Government Services Canada's (PWGSC), "Canadian Industrial Security Directorate" (CISD) and the "International Industrial Security Directorate" (IISD).

For each proposed resource, the recommended Contractor must submit a completed signed original TBS 330-23 Form - Personnel Screening Consent and Authorization (<https://www.tbs-sct.gc.ca/tbsf-fsct/330-23-eng.asp>) upon request of the Contracting Authority prior to Contract Award.

Until the credit check and all other security screening processes required by this Request for Proposal have been completed and the recommended Contractor and its personnel is considered suitable by the CBSA, no contract will be awarded and the recommended Contractor (specifically the Contractor personnel) shall **not** be permitted access to Protected / Classified information or assets, and further, shall **not** be permitted to enter sites where such information or assets are kept.

In the event the recommended Contractor (specifically the Contractor personnel) does not pass the security screening process required by the CBSA, the said Contractor's proposal will be considered non-responsive and the next ranked bidder will be contacted. If only one bid was obtained and the proposed bidder does not meet the security requirement, then, the contracting officer will determine the next steps in order to ensure all requirements are met.

Contractor personnel can include in some instances landlords, property management employees and principles of companies when the latter have access to the premises where the CBSA designated or classified information/assets are kept.



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## **PART 7 - RESULTING CONTRACT CLAUSES**

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

### **7.1 Statement of Work**

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

#### **7.1.2 Task Authorization**

A portion of the Work identified in Section 6 of the Statement of Work will be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

##### **7.1.2.1 Task Authorization Process**

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

Task Authorization Process:

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

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

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

##### **7.1.2.3 Periodic Usage Reports - Contracts with Task Authorizations**

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

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

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



The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;  
2nd quarter: July 1 to September 30;  
3rd quarter: October 1 to December 31; and  
4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 15 calendar days after the end of the reporting period.

#### Reporting Requirement- Details

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

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

## 7.2 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.

### 7.2.1 General Conditions

[2035](#) (2015-07-03), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

### 7.2.2 Supplemental General Conditions

[4007](#) (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

## 7.3 Security Requirements

7.3.1 The following security requirements (*SRCL and related clauses provided by ISP*) apply and form part of the Contract.

Common PS SRCL #19 Security Clauses:

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE COMMON-PS-SRCL#19

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).



2. The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of RELIABILITY STATUS, CONFIDENTIAL or SECRET as required, granted or approved by CISD/PWGSC.
3. The Contractor/Offeror MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
  - a. Security Requirements Check List and security guide, attached at Annex C;
  - b. Industrial Security Manual (Latest Edition).

### 7.3.2 Additional Security Requirement

The Canada Border Services Agency will conduct its own personnel Reliability Status assessment on the recommended Contractor and its personnel as per the Treasury Board Secretariat of Canada's (TBS) "Security and Contracting Management Standard" and the Policy on Government Security - Personnel Security Standard, irrespective of whether such assessment has already been conducted under any such policies. The Reliability Status assessment conducted by the CBSA will include a credit check performed by an authorized security official with the CBSA's "Personnel Security Screening Section" (PSSS), which is independent of the Public Works and Government Services Canada's (PWGSC), "Canadian Industrial Security Directorate" (CISD) and the "International Industrial Security Directorate" (IISD).

For each proposed resource, the recommended Contractor must submit a completed signed original TBS 330-23 Form - Personnel Screening Consent and Authorization (<https://www.tbs-sct.gc.ca/tbsf-fsct/330-23-eng.asp>) upon request of the Contracting Authority prior to Contract Award.

Until the credit check and all other security screening processes required by this Request for Proposal have been completed and the recommended Contractor and its personnel is considered suitable by the CBSA, no contract will be awarded and the recommended Contractor (specifically the Contractor personnel) shall not be permitted access to Protected / Classified information or assets, and further, shall not be permitted to enter sites where such information or assets are kept.

In the event the recommended Contractor (specifically the Contractor personnel) does not pass the security screening process required by the CBSA, the said Contractor's proposal will be considered non-responsive and the next ranked bidder will be contacted. If only one bid was obtained and the proposed bidder does not meet the security requirement, then, the contracting officer will determine the next steps in order to ensure all requirements are met.

Contractor personnel can include in some instances landlords, property management employees and principles of companies when the latter have access to the premises where the CBSA designated or classified information/assets are kept.

## 7.4 Term of Contract

### 7.4.1 Period of the Contract

The period of the Contract is for two (2) years from date of Contract award.



## 7.5 Authorities

### 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Michel Derouin  
Title: Senior Procurement Officer  
Organization: Canada Border Services Agency  
Address: 355 North River Road, 17<sup>th</sup> Floor, Ottawa, Ontario K1A 0L8  
Telephone: 343-291-5668  
E-mail address: [Michel.Derouin@cbsa-asfc.gc.ca](mailto:Michel.Derouin@cbsa-asfc.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.

### 7.5.2 Project Authority

The Project Authority for the Contract is:  
*(to be inserted at contract award)*

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.

### 7.5.3 Contractor's Representative

*(to be inserted at contract award)*

## 7.6 Proactive Disclosure of Contracts with Former Public Servants

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

## 7.7 Payment

### 7.7.1 BASIS OF PAYMENT- FOR THE PORTION OF THE WORK THAT IS NOT ISSUED THROUGH THE USE OF TASK AUTHORIZATION

#### 7.7.1.1 Ceiling Price

For the Work described in Section 4., of the *Statement of Work* in Annex A :

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in *Annex B*, to a ceiling price of \$ \_\_\_\_\_ *(to be inserted at contract award)*. Customs duties are *included* and Applicable Taxes are extra.



The ceiling price is subject to downward adjustment so as not to exceed the actual costs reasonably incurred in the performance of the Work and computed in accordance with the Basis of Payment.

#### 7.7.1.2 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.

### 7.7.2 BASIS OF PAYMENT- FOR THE PORTION OF THE WORK THAT IS ISSUED THROUGH THE USE OF TASK AUTHORIZATION

#### 7.7.2.1 Limitation of Expenditure-Task Authorizations

7.7.2.1.1 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.

7.7.2.1.2 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.

7.7.2.1.3 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.

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

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

### 7.8. Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ *(to be inserted at contract award)*. Customs duties are *included* 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.



## 7.9 Method of payments

### 7.9.1 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work 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.

### 7.9.2 Monthly Payment

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

- a. an accurate and complete invoice and any other documents required by the Contract 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.

## 7.10 Time Verification

SACC Manual clause [C0711C](#) (2008-05-12) Time Verification

## 7.11 Invoicing Instructions

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

Each invoice must be supported by:

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

The Contractor will submit invoices on its own form, which will include:

- (i) the date;
- (ii) the Contractor name and address;
- (iii) the Destination;
- (iv) Contract serial number and Task Authorization number (if applicable);
- (v) Financial codes, including GST or HST (as applicable) registration number;
- (vi) Description of the Work;
- (vii) Number of days worked;
- (viii) Firm Per Diem Rate on which the total dollar amount of the invoice is based;
- (ix) the amount invoiced (exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST) as appropriate) and the amount of GST or HST, as appropriate, shown separately;
- (x) Business Number (BN); and
- (xi) Total value billed to date and the dollar amount remaining in the Contract to date.

2. Invoices must be distributed as follows:
-



- a. The original copy must be forwarded to the following address for certification and payment.

Canada Border Service Agency - Agence des services frontaliers du Canada  
Email address: [vendors-fournisseurs@cbsa-asfc.gc.ca](mailto:vendors-fournisseurs@cbsa-asfc.gc.ca)  
(National Invoice Reception Unit)  
105 Rue McGill #250-01  
Montreal (Quebec) H2Y 2E7

- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 7.12 Certifications

### 7.12.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional 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 additional 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.

### 7.13 Federal Contractors Program for Employment Equity - Default by the Contractor

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

### 7.14 SACC Manual Clauses

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

### 7.15 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_. (*to be inserted at contract award*)

### 7.16 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 supplemental general conditions 4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information;
- c) the general conditions 2035 (2015-07-03), General Conditions - Higher Complexity - Services;
- d) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;
- f) Annex C, Security Requirements Check List and attachment 1 to Annex C, Security Guide;
- g) Annex D, Federal Contractors Program for Employment Equity - Certification;
- h) Annex E, the signed Task Authorizations (including all of its annexes, if any);
- i) Annex F, Non-Disclosure Agreement;



- 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)*). (*to be inserted at contract award*) (*to be inserted at contract award*)

**7.17 Foreign Nationals (Canadian Contractor *OR* Foreign Contractor)**

*(to be inserted at contract award)*

SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)

*OR*

SACC Manual clause [A2001C](#) (2006-06-16) Foreign Nationals (Foreign Contractor)

**7.18 Insurance**

SACC Manual clause [G1005C](#) (2016-01-28) Insurance - No Specific Requirement



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## ANNEX "A"-STATEMENT OF WORK

### 1. INTRODUCTION

The Canada Border Services Agency (CBSA) enables legitimate trade and travel while protecting Canadians from potential threats to their safety and security. Serving in this role every day, the CBSA is a key contributor to the realization of the Government of Canada's core priorities of national security, economic competitiveness, and efficiency and transparency.

The Agency's Information technology organization, the Information, Science and Technology Branch (ISTB), supports the management of Canada's borders through the strategic development, application and oversight of information management (IM), technology systems and the delivery of science services.

The CBSA's technological systems are among the most mission-critical in the Government of Canada. As such, these systems must be reliable and available "24/7" in order to ensure efficient and secure processing of trade and travellers across land, air, marine and rail modes. This includes support for intelligence and enforcement processes as well as front line processes. The continued ability of the Agency's front-line personnel to leverage technology in order to perform their enforcement and facilitation activities will be pivotal for the CBSA in the future.

While the Agency relies on sophisticated IT capabilities to deliver its services in a timely and cost effective manner, it is also dependent on the performance of partners who play a significant role in the CBSA's service delivery value chain. The CBSA shares project delivery accountability with national program delivery partners including Citizenship and Immigration Canada, the Royal Canadian Mounted Police, and Shared Services Canada, as well as the United States and other country partners. Coherence in those productive relationships will be integral to the Agency's future success in meeting Government's expectations.

### 2. TRANSFORMATION STRATEGY

The CBSA must continue to transform to keep pace with change and global challenges. The Agency must move beyond the traditional approach wherein technology enables business outcomes to one that recognizes the importance of information as the core of our border management business. ISTB is applying five complementary transformation strategies to support the Agency in achieving its goals:

- Push borders out by continuing to target and intercept high risk as early as possible in the traveller and commercial continuums;
- Facilitate low risk traffic by ensuring rapid and secure processing of low risk travellers and goods;
- Provide integrated and effective enforcement that is risk-based around the admissibility of people and goods;
- Improve efficiencies by following an Enterprise Capability Model, consolidating the components delivering services and removing duplication; and,
- Increase harmonization with international partners streamlining processes, particularly with the U.S. while, at the same time, providing excellence, quality and prompt redress in client service.

### 3. REQUIREMENTS

In support of the its transformation strategy, ISTB seeks to retain the services of a global business and technology consultant with broad industry relationships and extensive work experience with the major public sector agencies providing border management services around the world, including significant experience in each of the Travellers, Commercial Goods and Enforcement/Intelligence spheres of work.

This experience will inform the Consultant's advice regarding the options to address issues, viability and practical challenges related to options, current initiatives and directions in border management and also provide access to a network of contacts for further research.



From initial discussions with Branch senior management and other partners to gain an understanding of the current state, the Consultant will conduct and provide an environmental scan and situational analysis that reflects the direction of other international border services agencies.

The work required will build from an initial environmental scan conducted by the Contracted resource that will include at a minimum research into specific questions related to the direction of Border Technology to more refined advice and research in support of specific questions arising from the initial scan as well as other issues that emerge. A key element is the expectation that the Contracted Resource can provide comment, based on their experience, regarding the actual challenges of implementation of new processes and technologies within National Border Agencies other than the Canada Border Services Agency.

The work Contractor through its contracted resource will be required to engage partners throughout ISTB and CBSA as well as their external business network to seek ideas, options and information that can inform ISTB's agenda moving forward. While some research will be required for elements of the work, the key component the Contracted resource is to provide the practical, tangible experience achieved through working with border entities to be able to identify the issues and obstacles related to various courses of action including the reasoning behind decisions in those other organizations so that CBSA can choose the most beneficial course of action and achieve transformation with as smoothly and effectively as possible.

#### 4. TASKS

**The Contractor through its contracted resources must perform the following work:**

**NOTE: The work listed under section 4. TASKS is to be conducted without the use of task authorizations.**

- a) Attend an initial kick-off meeting.
- b) Prepare and present a detailed and revised work plan and approach and methodology within 5 days of initial kick-off meeting.
- c) Attend regular update meetings and other additional briefings as required.
- d) Conduct background interviews with key management personnel at CBSA to obtain a comprehensive perspective of the priorities, circumstances and state of technology at CBSA as well as key business objectives.
- e) Undertake an environmental scan that includes at a minimum:
  - Identification of key initiatives of other border services agencies internationally and further research based upon CBSA's identified priorities and current state.
  - An assessment of the direction and key initiatives of border services in the traveller, commercial and enforcement/intelligence spheres, based upon insights.
  - An outline of current state and key directions/initiatives being undertaken globally with respect to international global border management business and the technology in support.
  - Identify convergence and divergence of the key directions/initiatives with current and planned CBSA positions.
  - The insight of the Contracted resource regarding the direction/initiatives discussed with respect to the reasoning behind them, the practicality of introducing them, the relevance to the CBSA circumstance and any obstacles or issues related to the adoption or introduction of these measures.
  - An itemized outline broken out according to Traveller, Commercial and Enforcement/Intelligence streams identifying opportunities and risks for the CBSA from the perspective of technology opportunities, including explanations of what opportunity or risk to they present for the CBSA.
- f) Conduct research in response to research questions raised related to Global Border Management.
- g) Provide written and/or electronic presentations of findings
- h) Participate in meetings with CBSA management and external parties.
- i) Provide comments on initiatives/ideas with respect to viability and practicality in the current environment.



- j) Provide Advice and guidance to management as required.
- k) Provide input in the development of concepts for Corporate and Cabinet documents.

## 5. DELIVERABLES

The Contractor through its contracted resources must provide:

- a) A revised work plan and approach and methodology
- b) The environmental scan and current state assessment and conduct a presentation of the findings for CBSA management.
- c) Advice and information as required through participation in meetings and written reports.
- d) Ongoing status reports to be presented every two weeks.
- e) Decks, white papers and other material to present findings relevant to Global Border Management.

## 6. TASK AUTHORIZATION

The following work is to be identified and initiated using Task Authorizations:

### 6.1 Tasks

- a) Provide advice and guidance to the ISTB Vice President and management team to formulate ISTB's business and technology strategy and plans and also to develop new business capabilities required to enable the Agency transformation.
- b) Provide subject matter expertise in the domain of international Global Border Management best practices.
- c) Provide advice and guidance related to the implementation of Global Border Management best practices
- d) Provide comments on initiatives/ideas with respect to viability and practicality in the current environment.
- e) Provide advice and share knowledge to assist ISTB in developing strategies for the future that provide technological support for business objectives.
- f) Provide the branch with insight/advice based on their experience that will facilitate the development of effective program management, change management and communications strategies related to opportunities that are acted upon.
- g) Provide the Project Authority with options for business transformation methodologies and related framework(s) with respect to the lines of inquiry within the contract.
- h) Provide insight to and advice on ISTB issues based upon their experience with other, similar border management organizations.
- i) Organize a Business and Technology Visioning Seminar and other ad hoc meetings as required, including strategy development, agenda development, provision of facilitation services, co-ordination of speakers and preparation of all materials.
- j) Decks, white papers and other material to present findings relevant to Global Border Management

### 6.2 Deliverables

- a) Advisory reports;
- b) Organize and conduct a Business and Technology Visioning Seminar. The list and number of participants, budget time, content and location will be determined by CBSA. The Contractor is required to provide advice regarding the subject matter, develop the agenda, prepare materials for presentation, provide facilitation services for the Seminar and coordinate invitations for speakers and those invited in both official languages as required.



## 7. CONSTRAINTS

The Contractor will be required to produce deliverables in various formats as specified and requested by the Project Authority. These include, but are not limited to:

- Microsoft Word
- Microsoft Excel
- Microsoft PowerPoint
- Adobe Acrobat

## 8. LANGUAGE REQUIREMENTS

All deliverables are requested to be presented in English. CBSA will be responsible for the translation of documents. The Contractor is responsible for providing services in both official languages as and when requested and required. The proposed resource(s) responsible for organizing and delivering the seminar must be fluently bilingual in both English and French (Written and Spoken). The individuals proposed must be able to communicate orally and in writing in without any assistance and with minimal errors.

## 9. REPORTING REQUIREMENTS

The Contractor's resource must provide a monthly status report in MS-Word electronically sent to the Project Authority outlining what work was undertaken during the reporting period, what work is still outstanding, and any issues or concerns that the resource wants to identify to the attention of the Project Authority.

## 10. WORK LOCATION AND TRAVEL

The work will be performed at the Contractor place of business. The Contractor may be required to participate in meetings at CBSA offices located in the National Capital Region.

There is no travel requirement and no travel expenses will be paid under the contract. All travel costs are the responsibility of the Contractor.

Consultation in regard to information classed as secret may occur and information may be made available to the Contractor, however, classified information/documents will not be removed from CBSA premises

At no time and in no way is CBSA data to be removed from CBSA sites, nor will access to or from the contractor's IT systems through the use of a session or link (e.g VPN) be permitted.

The contractor must comply with CBSA internal security policies, directives, standards, and guidelines at all times during the contract.

## 11. CLIENT SUPPORT

Crown 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. Canada is responsible for the timely provision of said facilities, equipment, documentation and personnel to the Contractor when such access is approved. Access may be provided on a one-time or on-going basis, as the Project Authority may determine, and as ongoing operational needs and cooperative working arrangements between the Contractor and Crown personnel shall reasonably require. Access to and sharing of said facilities, equipment and documentation shall be carried out in good faith between the parties in order to optimize the conduct of the work.

## 12. MEETINGS

Meetings will be held in person and/or via teleconference as required and as determined by the Project Authority. Within a few days of the award of the contract a kick-off meeting will be held. Additional meetings may also be scheduled on an as needed basis.



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

*(to be inserted at contract award)*



ANNEX "C" SECURITY REQUIREMENTS CHECK LIST



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat: Common PS SRCL#19
Security Classification / Classification de sécurité: UNCLASSIFIED

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

Form containing sections: PART A - CONTRACT INFORMATION, 1. Originating Government Department or Organization, 2. Branch or Directorate, 3. a) Subcontract Number, 3. b) Name and Address of Subcontractor, 4. Brief Description of Work, 5. a) Will the supplier require access to Controlled Goods?, 5. b) Will the supplier require access to unclassified military technical data..., 6. Indicate the type of access required..., 6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information..., 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..., 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: UNCLASSIFIED





Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat
Common PS SRCL#19
Security Classification / Classification de sécurité UNCLASSIFIED

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<br>COTE DE FIABILITÉ | <input checked="" type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL | <input checked="" type="checkbox"/> SECRET<br>SECRET | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET- SIGINT<br>TRÈS SECRET - SIGINT         | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL  | <input type="checkbox"/> NATO SECRET<br>NATO SECRET  | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>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?  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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED
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Government of Canada

Gouvernement du Canada

Contract Number / Numéro du contrat
Common PS SRCL#19
Security Classification / Classification de sécurité UNCLASSIFIED

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.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

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

Security Classification / Classification de sécurité UNCLASSIFIED
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**ATTACHMENT 1 TO ANNEX "C"  
SECURITY GUIDE**

The purpose of the security guide is to clarify the multiple levels of security screening identified under Part 7 of the Security Requirements Check List (SRCL) described in Annex C. In addition to the Contractor and its resource's obligation to comply with the provisions of the SRCL described in Annex C, the following must be adhered to:

1.1 Personnel security screening level requirements for **RELIABILITY STATUS**:

ALL resources **MUST** hold, at a minimum, a valid REALIBILITY security screening to perform, in whole or in part, the work described in the Statement of Work at Annex A.

1.2 Personnel security screening level requirements for **CONFIDENTIAL** security clearance:

Resources holding a security screening at the CONFIDENTIAL level **MAY** be used for ANY portion of the work described in the Statement of Work at Annex A.

1.3 Personnel security screening level requirements for **SECRET** security clearance:

Resources holding a security screening at the **SECRET** level **MAY** be used for ANY portion of the work described in the Statement of Work at Annex A.

1.4 Unscreened Personnel

Unscreened personnel **MAY NOT** be used for ANY portion of the work described in the Statement of Work at Annex A.



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**ANNEX "D"**  
**BID SOLICITATION-FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION**

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 any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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 ESDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-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 ESDC-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)



**ANNEX "E"-TASK AUTHORIZATION FORM**

TASK AUTHORIZATION				
Contractor:		Contract Number:		
Requisition Number:		Financial Coding:		
Task Number:		Date:		
TA Request				
Description of Work to be Performed: Work to be Performed in accordance with Annex A (Statement of Work) of the Contract.				
Resource Category:				
2. Period of services estimated:	From:		To:	
3. Work Location				
4. Travel Requirements	<input type="checkbox"/> Yes <input type="checkbox"/> No Specify:			
5. Other Conditions /Restraints	As per the contract			
6. Task Proposal	Estimated Cost <input type="checkbox"/>	Fixed Price <input type="checkbox"/>	\$	
7. Level of security clearance required for the contractor's personnel	<input type="checkbox"/> Reliability Status <input type="checkbox"/> Secret <input type="checkbox"/> Top Secret <input type="checkbox"/> Other			
TA Proposal				
8. Estimated Cost Contract				
Category (Level) and Name of Proposed Resource	PWGSC Security File Number	Firm Per Diem Rate	Estimated # of Days	Total cost
			Total	
Professional services estimated cost			HST	
			Grand Total	
Travel & Living (if applicable)			Estimated Cost	
<b>Grand Total for Labour and Travel</b>				
TA Approval				
9. Signing Authorities				
Name & Title of Individual Authorized to Sign on behalf of the Contractor (print)	Signature			Date
Name & Title of Individual Authorized to Sign on behalf of the Project authority (print)	Signature			Date
Name & Title of Individual Authorized to Sign on behalf of the Contracting Authority (print)	Signature			Date
10. Basis of Payment & Invoicing				
In Accordance with the requirements of the Contract.				



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**ANNEX "F"-NON-DISCLOSURE AGREEMENT**

*The successful resource(s) will be required to sign the agreement prior to contract award.*

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 Services and Procurement Canada and \_\_\_\_\_, 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