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11 Laurier St. / 11, rue Laurier

Place du Portage , Phase III

Core 0B2 / Noyau 0B2

Gatineau, Québec K1A 0S5

Bid Fax: (819) 997-9776

Request For a Standing Offer Demande d'offre à commandes

Regional Master Standing Offer (RMSO)

Offre à commandes maître régionale (OCMR)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

Comments - Commentaires

Vendor/Firm Name and Address**Raison sociale et adresse du fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Material Traffic Division /Division du transport du matériel

11 Laurier St. / 11, rue Laurier

7B3, Place du Portage, Phase III

Gatineau, Québec K1A0S5

Title - Sujet RSO - VAR. DOCUMENT STORAGE & SERV.	
Solicitation No. - N° de l'invitation E60LM-140024/A	Date 2016-02-24
Client Reference No. - N° de référence du client E60LM-140024	GETS Ref. No. - N° de réf. de SEAG PW-\$\$LM-002-70386
File No. - N° de dossier lm002.E60LM-140024	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-03-09	Time Zone Fuseau horaire Eastern Standard Time EST
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: St-Cyr, Marc-André	Buyer Id - Id de l'acheteur lm002
Telephone No. - N° de téléphone (819)420-2976 ()	FAX No. - N° de FAX (819)956-4944
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	
Security - Sécurité This request for a Standing Offer includes provisions for security. Cette Demande d'offre à commandes comprend des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address	
Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone	
Facsimile No. - N° de télécopieur	
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

Solicitation No. - N° de l'invitation

E60LM-140024/A

Client Ref. No. - N° de réf. du client

E60LM-140024

Amd. No. - N° de la modif.

File No. - N° du dossier

lm002, E60LM-140024

Buyer ID - Id de l'acheteur

LM002

CCC No./N° CCC - FMS No./N° VME

"THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT"

REQUEST FOR STANDING OFFER

FOR

DOCUMENT STORAGE, INFORMATION RETRIEVAL AND DOCUMENT DESTRUCTION SERVICES

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- | | |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement; |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO; |
| Part 3 | Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified; |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; |
| Part 5 | Certifications: includes the certifications to be provided; |
| Part 6 | Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses:

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirement Check List, and any other annexes.

1.2 Summary

- 1.2.1 The Government of Canada (GC) is seeking to increase its documents storage and management capacity and, in doing so, requires the services of private sector Offerors to provide Document Storage, Information Retrieval Services and Document Destruction Services to any government department, agency or Crown corporation, across Canada, listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11.

It is the intent to issue multiple Standing Offers covering one (1), two (2), or all three (3) geographic regions.

The purpose of these Regional Master Standing Offers (RMSO) are to provide services associated with the secure off-site storage, management of government records and document destruction services in each geographic region as defined in Annex "D" -Geographical Regions. Offerors may submit an offer covering one (1), two (2) or three (3) geographical regions.

The services are to be provided on an "as and when requested" basis for the duration of the Standing Offer period.

The period for making call-ups against the Standing Offer is from April 1, 2016 to January 31, 2019.

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2) periods, of one (1) year each, under the same terms and conditions and at the prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority ninety (90) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

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

1.3 Security Requirements

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Offerors should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

1.4 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2015-07-03) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 90 days

2.2 Submission of Offers

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

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to PWGSC 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 FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer 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 Offeror a FPS in receipt of a pension? **YES () NO ()**

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

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

By providing this information, Offerors agree that the successful Offeror'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 Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES () NO ()**

If so, the Offeror 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 - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors 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 Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

2.5. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 Offerors.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1. Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

- Section I: Technical Offer (two (2) hard copies)
- Section II: Financial Offer (one (1) hard copy) and (one (1) soft copy on CD)
- Section III: Certifications (two (2) hard copies)
- Section IV: Additional Information (two (2) hard copies)

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 offer only. No prices must be indicated in any other section of the offer.

Canada requests that Offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

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, Offerors 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 Offer

In their technical offer, the Offerors must clearly state the geographical region(s) their offer covers. The Offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex "B" - Basis of Payment for each geographical region offered in its offer. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Payment by Credit Card

Canada requests that Offerors complete one of the following:

- (a) ☐ Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA _____

Master Card _____

- (b) ☐ Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

Section IV: Additional Information

1.1.1 Offeror's Proposed Site or Premises Requiring Safeguard Measures

As indicated in Part 6 under Security Requirement, the Offeror must provide the required information below, on the Offeror's proposed site or premises for which safeguard measures are required for Work Performance.

- 1.1.2 The Company Security Officer (CSO) must ensure through the Industrial Security Program (ISP) that the Offeror and proposed individual(s) hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

- 1.1.3 At least one or more of the following Geographical Regions are to be serviced:

The Offeror must have a records storage warehouse(s) in each of the geographical regions

Atlantic Region	Central Region	Western Region
New Brunswick	Ontario	Manitoba
Nova Scotia	Quebec	Saskatchewan
Prince Edward Island	Including National Capital Region	Alberta
Newfoundland		British Columbia
		Northwest Territories
		Nunavut
		Yukon

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (c) The evaluation team will determine first if there are two or more offers with a valid Canadian Content certification. In that event, the evaluation process will be limited to the offers with the certification; otherwise, all offers will be evaluated. If some of the offers with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive offers with a valid certification remain, the evaluation will continue among those offers with a valid certification. If all offers with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other offers received will be evaluated.

4.1.1 Technical Evaluation

4.1.2 Experience of the Firm (M1)

The Offeror must demonstrate in the Technical Proposal that its company/firm has a minimum of five (5) years experience in the last ten (10) years providing all of the following:

- Records storage and management services;
- Vault storage services;
- Shredding Services.

4.1.3 Facilities (M2)

- (a) The Offeror must have a records storage warehouse(s) in each of the geographical regions for which an offer is submitted.

In order to demonstrate compliance with this criterion, Offerors must provide the civic address of each records storage warehouse in the geographical region(s) being offered in Annex "G" - Facilities by Geographical Region.

- (b) The Offeror must demonstrate that in each geographical region being offered it is capable of providing the following services within that geographical region (all three services must be located within the geographic region being offered):
 - records centre storage services;
 - vault storage services;
 - plant or mobile destruction services.

In order to demonstrate compliance with this criterion, Offerors must complete the requested information in Annex "G" - Facilities by Geographical Region.

- (c) The Offeror must demonstrate that in each geographical region being offered, its total storage capacity (occupied or unoccupied) can store a minimum of 250,000 containers (assuming a container represents a box of approximately 1.2 cubic feet).

In order to demonstrate compliance with this criterion, Offerors must complete the requested information in Annex "G" - Facilities by Geographical Region.

(d) The Offeror must demonstrate that the storage warehouse(s) meets all the specifications stated in Item 5.0 of the Statement of Work, Annex "A".

4.1.4 Customer Service and Web Tracking (M3)

The Offeror must demonstrate in their Technical Proposal that they have a bilingual 24/7 web-based system for on-line inventory control and service request for retrieval, disposal and delivery and telephone 800 customer support capable of providing services in both official languages as defined in Item 12.0 of the Statement of Work Annex "A".

4.1.5 Bar Code Inventory System (M4)

The Offeror must demonstrate in the Technical Proposal that the records storage warehouse has a bar code inventory system.

4.1.6 Reporting System (M5)

The Offeror must demonstrate that they can provide customized reporting as stated in the Statement of Work Annex "A".

4.1.7 Proposed Personnel (M6)

The Offeror must identify and provide the contact information for the following individuals who will act as the: **Project Manager** on behalf of the Offeror for all interactions related to the offer and Call-ups under the Standing Offer, and **Customer Service** contact for each geographical region offered.

The Project Manager must have a minimum of five (5) years of related experience. The Offeror must provide resumes for the above personnel. The resume(s) should provide details of qualifications and experience.

4.1.8 Terms and Conditions (M7)

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

NOTE: SITE VISITS

It should be noted that the evaluation team may conduct an on-site visit to validate that the Offeror's facilities meet the Mandatory Technical Criteria. Failure to pass the site visit will constitute failure to meet the Mandatory Technical Criteria. Notice of the date, time and location of the site visit will be sent by registered mail to the Offeror two working days in advance of the visit.

4.1.2 Financial Evaluation

Offers meeting all of the Mandatory Technical Criteria will be evaluated based on prices submitted in Annex "B" - Basis of Payment.

4.1.3 The Offeror's offer may cover one (1), two (2), or all three (3) geographical regions. The three (3) regions are: Atlantic; Central and Western. Offerors must provide prices as per Annex "B" - Basis of Payment, on a per region basis.

Offerors must submit rates/prices for at least one (1) geographical region in Annex "B" - Basis of Payment, on a per geographical region basis.

The prices submitted by the Offeror are inclusive of all fees and expenses for the period of the Standing Offer.

- 4.1.4** A financial evaluation will be conducted for each geographic region. The financial evaluation will be based on the Total Offer Price per geographical region. (See Annex B - Basis of Payment)

4.2 Basis of Selection

The Basis of Selection will be made on a per geographic region basis.

Those Offers meeting the Mandatory Technical and Financial Criteria with the "lowest Total evaluated Offer Price" in each geographical region will be recommended for issuance of a Standing Offer. The intention is to issue up to four (4) Standing Offers in each geographical region based on lowest priced offers.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Offeror must provide with its offer, 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 the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror 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 provided will render the offer non-responsive.

5.2.1 Integrity Provisions – List of Names

Offerors who are incorporated, including those submitting offers as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror.

Offerors submitting offers as sole proprietorship, as well as those submitting offers as a joint venture, must provide the name of the owner(s).

Offerors submitting offers as societies, firms or partnerships do not need to provide lists of names.

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

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

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 Canadian Content Certification

5.2.1.3.1.1 SACC Manual clause A3050T (2011-14-27) Canadian Content Definition

1. **Canadian good:** A good wholly manufactured or originating in Canada is considered a Canadian good. A product containing imported components may also be considered Canadian for the purpose of this policy when it has undergone sufficient change in Canada, in a manner that satisfies the definition specified under the North American Free Trade Agreement (NAFTA) Rules of Origin. For the purposes of this determination, the reference in the NAFTA Rules of Origin to "territory", is to be replaced with "Canada". (Consult Annex 3.6(9) of the Supply Manual.)
For photocopiers, computers and office equipment within Federal Supply Classification (FSC) groups 36, 70 and 74, see paragraph 6.(a)).
2. **Canadian service:** A service provided by an individual based in Canada is considered a Canadian service. Where a requirement consists of only one service, which is being provided by more than one individual, the service will be considered Canadian if a minimum of 80 percent of the total bid price for the service is provided by individuals based in Canada.
3. **Variety of goods:** When requirements consist of more than one good, one of the two methods below is applied:
 - a. aggregate evaluation: no less than 80 percent of the total bid price must consist of Canadian goods; or,
 - b. item by item evaluation: in some cases, the bid evaluation may be conducted on an item-by-item basis and contracts may be awarded to more than one supplier. In these cases, suppliers will be asked to identify separately each item that meets the definition of Canadian goods.
4. **Variety of services:** For requirements consisting of more than one service, a minimum of 80 percent of the total bid price must be provided by individuals based in Canada.
5. **Mix of goods and services:** When requirements consist of a mix of goods and services, no less than 80 percent of the total bid price must consist of Canadian goods and services (as defined above).
For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the Supply Manual.
6. **Other Canadian goods and services:**
 - a. For photocopiers, computers and office equipment within FSC groups 36, 70 and 74, only the products of the following firms are considered Canadian goods:
 - i. MERIT Partner under the MERIT Partnership Program (administered by Industry Canada [IC] and Public Works and Government Services Canada [PWGSC]);
 - ii. Companies which, on March 31, 1992, were allocated to Priority Group 1 under the Priority Groups Policy in effect at that time; or
 - iii. CIRCLE Canada companies as agreed on by IC and PWGSC.

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- b. Textiles: Textiles are considered to be Canadian goods according to a modified rule of origin, copies of which are available from the Clothing and Textiles Division, Commercial and Consumer Products Directorate.

5.2.3.2 Status and Availability of Resources – M3020T (2010-01-11)

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer 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 Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror 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 Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

1. At the Request for Standing Offers closing date, the following conditions must be met:
 - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
 - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicate in Part 7A - Standing Offer;
 - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
 - (d) the Offeror's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7A - Standing Offer;
 - (e) the Offeror must provide the address(es) of proposed site(s) or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. For additional information on security requirements, Offerors should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

6.2 Financial Capability

SACC Manual clause M9033T (2011-05-16) Financial Capability

1. The Offeror must have the financial capability to fulfill this requirement. To determine the Offeror's financial capability, the Standing Offer Authority may, by written notice to the Offeror, require the submission of some or all of the financial information detailed below during the evaluation of offers. The Offeror must provide the following information to the Standing Offer Authority within fifteen (15) working days of the request or as specified by the Standing Offer Authority in the notice:
 - a. Audited financial statements, if available, or the unaudited financial statements (prepared by the Offeror's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Offeror's last three fiscal years, or for the years that the Offeror has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
 - b. If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Standing Offer Authority, the Offeror must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Standing Offer Authority requests this information.
 - c. If the Offeror has not been in business for at least one full fiscal year, the following must be provided:

-
- i. the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
 - ii. the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Standing Offer Authority requests this information.
 - d. A certification from the Chief Financial Officer or an authorized signing officer of the Offeror that the financial information provided is complete and accurate.
 - e. A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Offeror outlining the total of lines of credit granted to the Offeror and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Standing Offer Authority requests this information.
2. If the Offeror is a joint venture, the financial information required by the Standing Offer Authority must be provided by each member of the joint venture.
3. If the Offeror is a subsidiary of another company, then any financial information in 1. (a) to (e) above required by the Standing Offer Authority must be provided by the ultimate parent company. Provision of parent company financial information does not satisfy the requirement for the provision of the financial information of the Offeror, and the financial capability of a parent cannot be substituted for the financial capability of the Offeror itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Public Works and Government Services Canada (PWGSC), is provided with the required information.
4. **Financial Information Already Provided to PWGSC:** The Offeror is not required to resubmit any financial information requested by the Standing Offer Authority that is already on file at PWGSC with the Contract Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:
- a. the Offeror identifies to the Standing Offer Authority in writing the specific information that is on file and the requirement for which this information was provided; and
 - b. the Offeror authorizes the use of the information for this requirement.
- It is the Offeror's responsibility to confirm with the Standing Offer Authority that this information is still on file with PWGSC.
5. **Other Information:** Canada reserves the right to request from the Offeror any other information that Canada requires to conduct a complete financial capability assessment of the Offeror.
6. **Confidentiality:** If the Offeror provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the Access to Information Act, R.S., 1985, c. A-1, Section 20(1) (b) and (c).
7. **Security:** In determining the Offeror's financial capability to fulfill this requirement, Canada may consider any security the Offeror is capable of providing, at the Offeror's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of Canada, a performance guarantee from a third party or some other form of security, as determined by Canada).

6.3 Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex "H".

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

7.2 Security Requirements

7.2.1 The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Standing Offer.

7.2.2 The Offeror must, at all times during the performance of the Standing Offer, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.

7.2.3 The Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

7.2.4 The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED B and an IT Link at the level of PROTECTED B.

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

7.2.6 The Offeror must comply with the provisions of the:

- (a) Security Requirements Check List and security guide (if applicable), attached at Annex "C-1";
- (b) Industrial Security Manual (Latest Edition)
- (c) Contractor Information System Connectivity Criteria attached at Annex "C-2"

This SRCL may not meet the needs of some Identified Users for some requirements; in such cases, a unique SRCL fully describing the security requirements will be included in the documentation associated with that individual call-up.

7.2.7 Offeror's Site(s) or Premises Requiring Safeguarding

7.2.7.1 The Offeror must diligently maintain up-to-date, the information related to the Offeror's and individual(s) site(s) or premises, where safeguarding measures are required in the performance of the Work, for the following addresses:

Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country

7.2.7.2 The Company Security Officer (CSO) must ensure through the Industrial Security Program (ISP) that the Offeror and individual(s) hold a valid security clearance at the required level.

7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) 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.

7.3.1 General Conditions

2005 (2015-09-03) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. The data must be submitted on a quarterly basis to the Public Works and Government Services Canada Standing Offer Authority.

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;
- 4th quarter: January 1 to March 31.

Electronic reports must be completed and forwarded to the Standing Offer Authority no later than 15 calendar days after the end of the quarterly period. An electronic version of the form in Excel and/or Lotus spreadsheet format is available on the Business Access Canada Website, under "Publications, Manuals, Forms", at the following address: <http://contractscanada.gc.ca/en/infoplus-e.htm>).

All data fields of the report must be completed as requested. If some data is not available, the reason must be indicated in the report. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

Failure to provide fully completed reports in accordance with the above instructions may result in the setting aside of the Standing Offer and the application of a vendor performance corrective measure.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from April 1, 2016 to March 31, 2019.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2) periods of one (1) year, from April 1, 2019 to March 31, 2020 and from April 1, 2020 to March 31, 2021 under the same conditions and at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.4.3 Option to Extend - Transition Period

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of 90 days under the same conditions to ensure the required transition. This may involve moving stored items from one warehouse (present storage location) to another warehouse. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least 30 calendar days before the Contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.

7.5. Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Marc-Andre St-Cyr
Title: Team Leader
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Traffic Management Directorate
Address: 11 Laurier Street, PdP, Phase III, 7B3-5
Telephone: 819-420-2976
Facsimile: 819-956-4944
E-mail address: Marc-Andre.St-Cyr@tpsgc-pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

7.5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

7.5.3 Offeror's Representative

(To be advised upon issuance of the Standing Offer)

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 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the Financial Administration Act, R.S., 1985, c. F-11.

7.8 Call-up Procedures

The Identified User will issue a call-up instrument (see below) when the work is required.

The Identified User should select an Offeror based on the lowest total cost of each Call-up. The total cost should include the rate for Accession, monthly Storage rate times anticipated number of months storage required, rate for Disposition/Delocation, Certified Destruction cost, if applicable, and Transportation and Fuel Surcharge, as required.

7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form *PWGSC-TPSGC 942, Call-up Against a Standing Offer*.

7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$200,000.00 (Applicable Taxes included).

7.11 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer including the article 7.10 under Part 7B - Limitation of Contractor's Liability to Canada for damage to Canada's property (records storage and destruction services only);
- c) the general conditions 2005 (2015-09-03), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2035 (2015-07-03), Conditions - Higher Complexity – Services;
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C-1, Security Requirements Check List;
- h) Annex C-2, Contractor Information System Connectivity Criteria
- i) Annex "D", Geographical Regions
- j) Annex "E", Certifications
- k) Annex "F", Insurance Requirements
- l) Annex "G", Facilities by Geographical Region
- j) the Offeror's offer dated _____

7.13 Certifications

7.13.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing additional information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

7.13.2 SACC Manual Clauses

7.13.2.1 Canadian Content Certification

1. The Offeror warrants that the certification of Canadian Content submitted by the Offeror is accurate and complete, and that the goods, services or both to be provided under any call-ups against the Standing Offer are in accordance with the definition contained in clause [A3050T](#).
2. The Offeror must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Offeror must not, without obtaining before the written consent of the Standing Offer Authority, dispose of any such records or documentation until the expiration of six (6) years after final payment under any contract resulting from the Standing Offer, or until settlement of all outstanding claims and disputes under the Standing Offer, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Offeror must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant any contract resulting from the Standing Offer.

7.13.2.2 Status and Availability of Resources

If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer 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 Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.

7.14 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, Canada.

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

7.1 Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

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

Section 2035 17 (2008-12-12) Interest on Overdue Accounts, of 2035 (2015-07-03), General Conditions - Higher Complexity - Services will not apply to payments made by credit cards.

7.2.3 SACC Manual Clauses

7.3 Term of Contract

7.3.1 Period of the Contract

The Work must be completed in accordance with the call-up against the Standing Offer.

7.4 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.

7.5 Payment

7.5.1 Basis of Payment

(1) In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid in accordance with the firm prices indicated in Annex "B" - Basis of Payment for the first year period of the Standing Offer (from April 1, 2016 to March 31, 2019). Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

(2) For subsequent years (beyond the initial first year and including options):

The Contractor will be paid firm prices as indicated above for the first year, adjusted for economic price adjustment based on Article 7.6, GST/HST extra.

7.6 Economic Price Adjustment (EPA)

The prices presented in Annex B - Basis of Payment, will be adjusted annually based on the escalation formula which will be determined by consistently applying the Consumer Price Index (CPI) for Canada, All-Items (Not Seasonally Adjusted), published in Statistics Canada Catalogue no.62-001-X, Table 5, which have been reported on for a minimum of 1 year prior to the bid closing date of this Request For Standing Offer.

7.6.1 Escalation Formula

The formula will be structured as follows:

$$\text{EPA} = \left(\frac{A}{B} - 1 \right) \times 100$$

Where:

- A = Average annual index for the 12 months ending 3 months prior to the start of the period for which the rates are being adjusted.
- B = Average annual index for the 12 months ending 3 months prior to the Standing Offer start date.

Example:

Assuming the Standing Offer start date is February 1, 2014, then for the second year of the Standing Offer, starting February 1, 2015, the firm rates that will apply will be those that were in effect for the first year of the Standing Offer increased by 2.40% based on the following assumptions:

The index is the CPI for Canada, All-Items (Not Seasonally Adjusted), published in Statistics Canada Catalogue no.62-001-X, Table 5.

(See website address <http://www.statcan.gc.ca/pub/62-001-x/2009010/t040-eng.htm>)

- A = Average annual index for the 12 months ending October 2014 (3 months prior to the start of the period for which the rates are being adjusted - second year of the Standing Offer in this case) = 120.44
- B = Average annual index for the 12 months ending October 2013 (3 months prior to the Standing Offer start date) = 117.61

$$\text{EPA} = \left(\frac{A}{B} - 1 \right) \times 100$$

$$\text{EPA} = \left(\frac{120.44}{117.61} - 1 \right) \times 100$$

$$\text{EPA} = 2.40\%$$

For each twelve month period (beyond the first year of the Standing Offer), applicable pricing will be adjusted. The Contractor must notify the Standing Offer Authority in writing, who will in turn verify the information and amend the Contract accordingly to reflect the revised pricing. Until such time as the price adjustments are made through a Standing Offer amendment, the prices valid for the last twelve month period will be used.

7.6.2 Discontinuation of Escalation Indices

If the index set out in this Standing Offer is discontinued, the parties agree to immediately establish a replacement index or formulate adjustments consistent with those set forth in the Standing Offer.

7.7 Limitation of Price

SACC *Manual* clause C6000C (2011-05-16) Limitation of Price

7.8 Invoicing Instructions

Invoices must be submitted in the Contractor's name. The Contractor must submit invoices on a monthly basis for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.

7.8.1 Invoices must show:

- (a) the date, the name and address of the client department, item or reference numbers, deliverable and/or description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);
- (b) details of expenditures in accordance with the Basis of Payment, exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable);
- (c) deduction for holdback, if applicable;
- (d) the extension of the totals, if applicable; and
- (e) if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.

7.8.2 If applicable, the GST or HST must be specified on all invoices as a separate item. All items that are zero-rated, exempt or to which the GST or HST does not apply, must be identified as such on all invoices.

7.8.3 By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

7.9 Insurance Requirements

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

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

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

7.10 Limitation of Contractor's liability to Canada for damage to Canada's property – N0001C (2008-05-12)

- 7.10.1 This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees.
- 7.10.2 Whether the claim is based in contract, tort, or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of or failure to perform the Contract is limited to \$2,000,000.00 annually. This limitation of the Contractor's liability does not apply to:
- a. any infringement of intellectual property rights; or
 - b. any breach of warranty obligations.
- 7.10.3 Each Party agrees that it is fully liable for any damages that it causes to any third party in connection with the Contract, regardless of whether the third party makes its claim against Canada or the Contractor. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada for that amount.

ANNEX "A"

STATEMENT OF WORK

DOCUMENT STORAGE, INFORMATION RETRIEVAL AND DOCUMENT DESTRUCTION SERVICES

1.0 Objective

1.1 To provide Government of Canada (GC) departments and agencies with services associated with secure off-site storage, management of government records and document destruction. The services are to be provided on an "as and when requested" basis for the duration of the Standing Offer period.

2.0 Background:

2.1 The Government of Canada is seeking to increase its document storage and management capacity and in doing so requires the services of private sector suppliers to provide Document Storage, Information Retrieval Services and Document Destruction Services to various government departments and agencies across Canada

3.0 Tasks, Activities, Deliverables, and Milestones:

3.1 The Offeror will be responsible for the following services:

3.1.1 Receive, record and store documents/records material, such as, but not limited to correspondences, memoranda, books, plans, maps, drawings, diagrams, pictorial/graphic works, photographs, films, microfilms, sound recordings, videotapes, machine readable records and any other documentary material regardless of physical form or characteristics.

NOTE: The treatment and storage of "archival" documents or documents of long term strategic value is outside the scope of the work to be performed under this agreement.

3.1.2 Provide storage, retrieval, and delivery services for the Identified Users' information holdings regardless of media, stored in a secure warehouse facility that includes a climate controlled, fire proof vault environment, as directed by the Identified Users, as and when requested. Vault services will normally be restricted to media other than paper based documents.

3.1.3 Provide various service channels to create service requests:

- Secure, web-based online system
- Telephone with "800" service
- Facsimile

3.2 The Offeror is to have the capability to analyze information and issue management reports and recommendations to meet the Government of Canada's Record keeping and business objectives. Report details and delivery may need to be available at an individual "cost centre" level and at a roll-up to "departmental" level. The system may be described as an Inventory Control/Inventory Management Asset tracking system. This system must have Bar Coding capability that is web-enabled, capable of providing reports and form customization in both official languages.

3.3 The Offeror must have a comprehensive Inventory, Billing, and Management control systems

3.3.1 The systems must deliver the following:

- Comprehensive inventory management of holdings
- Provide ongoing data related to the tracking, location, audit and final disposition of hardcopy records, electronic and other media.
- Accurate retrieval requests and on-time delivery;
- Immediate update/ changes to authorized users list;
- Set up/ establish new user organizations;
- Initiate and review online invoice inquiries;
- Real time, inventory of the Identified Users' information holdings;
- On-line pickup storage requests and delivery services in receipt of Government of Canada owned recorded information holdings.

3.4 Provide local personnel from the Records Warehouse Facilities to be available to answer Identified User's enquiries for pick up, delivery and destruction requirements during normal working hours of 8am - 5pm Monday to Friday inclusive in all of the time zones in which services are to be provided, except statutory holidays.

3.5 Provide detailed customizable Client billing reports. The structure of the billing reports are to be specified by the Identified User.

3.6 Provide, distribute, and maintain adequate supplies of all necessary forms, bar codes, and labels as may be required to effectively provide the necessary storage services.

3.7 Provide designated Identified Users with Administrator Access rights to the Offeror's web-base, for maintaining/ monitoring the authorized access level control lists of Identified User employees such as:

3.7.1 Agency Administrator(s) to have access to all individualized accounts;

3.7.2 Branch Administrator(s) to have access to specific Branch information;

3.7.3 Regional Administrator(s) to have access to specific Region information;

3.8 Provide secure on-site or mobile paper document destruction services in accordance with Government of Canada security specifications. The Offeror will provide a Certificate of Destruction with the appropriate invoice. The Certificate of Destruction will identify material destroyed, the date of destruction, and the signature of the Identified User who witnessed the destruction;

3.9 Provide transportation pickup and delivery to and from the Identified Users' office locations within a 90 KM radius of each warehouse location across Canada, as and when requested, as follows:

Service Type	Request Cut Off Time	Guaranteed Pick-up/Delivery
Regular (next day)	3:30pm	5:00 pm next business day
1/2 day service	11:00am	5:00 pm same day
1/2 day service	4:00pm	12:00 noon next business day

3.10 Provide transportation pickup and delivery to and from Identified Users' office locations outside the 90 KM radius of each warehouse location across Canada, as and when requested, as follows:

3.10.1 A maximum of seventy-two (72) hours for pickup / delivery request time for new and/ or return boxes.

3.11 Provide transportation, equipment, and personnel for the pickup/ delivery and destruction requests, including mobile on-site destruction services.

3.12 Provide an audit room on site at each of the warehouse(s) for the use by Identified Users to examine the requested information available for their inspection. The room must be equivalent to the Offeror's standard office environment and equipped with one work table and two chairs and of sufficient size to accommodate two individuals.

3.13 Provide chain of custody tracking and reporting for each pickup/ delivery request.

3.14 Provide all necessary web-based Clients training for Identified Users from the specific Regions as requested by the Project Authority.

3.15 The Offeror must have the capability to perform the following key elements of records storage and related services:

3.15.1 Storage - Ongoing storage and maintenance of various documents/materials;

- Media to be stored:
- Paper
- Electronic media
- Microfilm

3.15.2 Accession - Services and actions performed to complete the process of introducing new records containers to the inventory storage system;

- Media requiring accession to storage include the following:
 - Container(s)
 - File(s)
 - Media item(s)
- Capture of all metadata provided by the Identified User in an electronic format compatible with the Offeror's Information Technology (IT) system.
- Minimum Metadata requirements must include tombstone data
 - Locating/ finding aids and data
 - Bar code, unique identifier data
 - Ownership data
 - Description(s)
 - Dates
- Metadata requirements may include the following as directed by the identified user:
 - Accession Number
 - Amended Date
 - Client
 - Creation Date
 - Cost Centre (owner)
 - Cost Centre (bill to)
 - Container Number
 - Container Bar code
 - Location Description:
 - Container Type
 - Container size
 - Essential Record:
 - Security Leve
 - Container Group Category
 - Received Date

- Record Date Range
- Record Description
- Disposition Planned Date
- Client Disposition Decision
- Archivist Disposition Decision
- Disposition Approved Date
- Actual Disposition Date :
- Disposition Method :
- Estimated Usage :
- Media Type :
- Physical placement to storage location

3.15.3 Retrieval - Services are required for the retrieval from storage of the following items:

- Container(s)
- File(s)
- Document(s)

3.15.4 Refile / Interfile - Services are required for the refile / interfile (new item to file) of items to storage for the following items:

- Container(s)
- File(s)
- Document(s)

3.15.5 Delivery

3.15.5.1 Transportation - Provide secure chain of custody tracking to and from client destination and storage facility.

- Provide delivery of the following media containers in any quantity
- Container(s)
- File(s)
- Document(s)

NOTE: Transportation is to be provided by Offeror's owned vehicles or third party carrier at the determination of the Identified User.

3.15.5.2 Alternative Delivery Services - Alternative delivery methods include email attachment, secure File Transfer Protocol (FTP) transfer - user pickup from FTP server and fax,

- Fax back service
- Rush - 4 hours
- Emergency - 90 min
- Scan On Demand
- Rush - 4 hours
- Emergency - 90 min

3.15.6 Disposition / Delocation - Services and actions performed to permanently remove from storage records or containers of records from inventory;

- Removal from storage systems and provide the following services;
- Return to client as final disposition, inventory holding report to reflect permanent withdrawal and return to client
- Secure certified destruction is the final disposition, inventory holding report to reflect permanent withdrawal and certified destruction
- The Offeror must possess as a minimum capability, the ability to accurately remove from storage, update inventory, palletize and shrink wrap the inventory material for transportation in a quantities of 4,000 containers daily per warehouse location.

Processing of more than 4,000 containers daily may require scheduling negotiations between the offeror and the Identified User.

3.15.7 Destruction Services

- Provide secure on-site or mobile paper document shredding services using Type IIIB shredding equipment approved by the Royal Canadian Mounted Police (RCMP) for the bulk destruction of paper documents up to and including Confidential, as described in the RCMP Security Equipment Guide. The Offeror will provide a Certificate of Destruction and update the inventory holdings report to reflect the permanent withdrawal and certified destruction.
- Maximum shred size: 6 mm x 50mm
- The Offeror will provide a closed loop destruction service (unbroken chain of custody from storage to certified confidential destruction)
- The same levels of security and protection of information must be provided in the destruction facilities as is required for storage facilities
- The Offeror must provide plant and/or mobile paper document destruction services.

NOTE: A complete list of approved equipment can be found at Appendix "1"

3.15.8 Storage Containers

- The Offeror must provide various standard storage cartons on demand
- Carton types required for storage of:
 - Standard letter or legal-sized paper documents (one piece container lid included)
 - Container for specialty paper documents: cheques, T4s
 - Large document containers: blueprints, architectural plans, engineering drawings

3.15.9 Other services

- Inventory data conversion capabilities and services
- Training and service program implementation
- Reports to include
 - Inventory
 - Billing
 - Adhoc or user defined reports
 - Destruction eligibility

4.0 Method and Source of Acceptance

4.1 All deliverables and services rendered under the Standing Offers are subject to inspection by the Call-up authority or a designated representative of the Identified Users. The Call-up Authority reserves the right to reject or require correction to any work not carried out to the satisfaction of the Identified Users or work not meeting the standards outlined in the Statement of Work (SOW).

4.2 The Identified Users reserve the right to inspect the Records Storage and Destruction Facility(s) at anytime during the life of the Standing Offer. The Identified Users must be satisfied that the Offeror follows good warehousing and records management practices.

4.3 The Identified Users' representatives may verify the residue of any shredding operation to ensure conformity with the output specifications of Type IIIB shredding equipment approved by the RCMP for the bulk destruction of documents up to and including Confidential.

5.0 Specifications and Standards

5.1 Each of the Offeror's Records Warehouse Storage Facilities must:

5.1.1 Be above grade and be completely free of leaks or other openings and include a climate controlled fire proof vault, in at least one (1) warehouse in the geographical region, for storage of electronic records, designed to protect against corruption, contamination and exposure.

5.1.2 The vault must be capable of maintaining a temperature of 18 degrees Celsius (+/- 2C) and 40% relative humidity (+/- 5%). The vault must further be capable of maintaining a low particulate contaminant environment.

NOTE: The climate control specifications above only apply to the vault and not to the general records storage area.

5.1.3 Be monitored 24 hours a day, seven days a week for fire, floods and unauthorized entry;

5.1.4 Be constructed of fire resistant materials and the information holdings storage area should be windowless to provide for a more efficient climate controlled and secure environment, as well as protect from possible storm damage, man-made or natural disaster;

5.1.5 Be protected by smoke detectors according to local fire codes and have appropriate fire extinguisher equipment positioned throughout the facility that is well marked as to their locations, a sprinkler system and an intrusion alarm system, all monitored by the Offeror's own security resources or a security service company twenty four (24) hours a day, seven (7) days a week;

5.1.6 Allow for all information holdings regardless of medium to be stored on clean fireproof shelving units, properly braced and at least three (3) inches off the floor and all shelving must meet local seismic and fire code regulations for use in a document or media storage facility;

5.1.7 Operate with a Bar Code System able to identify the location of all information holdings;

5.1.8 Have the Receiving and Shipping dock(s) adjacent to the Records Warehouse capable of accommodating vehicles up to and including semi-trailers.

5.2 The majority of the GC boxes measure 15" L x 11 3/8" W x 10" H. (1.0 cu. Ft.) In the case of e-media it will be transported in media transport cases.

6.0 Reporting Requirements

6.1 The Offeror will provide 24/7 access to its Web-based information holding system. The system must be capable of providing real-time adhoc reports on all aspects of the client department inventory holdings and service activity. The reports must be capable of drill down to the box/file/item level description or any other metadata element.

Required reports may include but not be limited to the following:

6.1.1 Information Storage and Retrieval Work in the identified warehouse or vault:

- Inventory of boxes stored;
- New boxes added;
- Permanent withdrawal activity;
- Destruction eligibility;
- Detailed monthly billing, by activity;
- Annual cost and activity to date.

6.1.2 Shredding / Destruction Work by location:

- Number of boxes destroyed by date and location;
- Certificate of Destruction copy;
- Detailed monthly billing, by activity;

-
- Annual cost and activity to date.

7.0 Project Management Control Procedures

7.1 The Call-up Authority will identify the individual(s) responsible for the day to day management of the Client Department service requirements. The identified individual(s) will ensure that the work is carried out in accordance with standards stipulated in the Statement of Work and will report any issues of non-compliance to the Call-up Authority.

8.0 Special Requirements

8.1 If in the event that information holdings, regardless of medium in which the information is recorded are damaged as a result of a man made or natural disaster, the Offeror will notify the Call-up Authority within twelve hours of the occurrence of the disaster.

8.2 The Offeror agrees to notify the Standing Offer Authority of any proposed change in any of the warehouse locations at least one hundred and twenty (120) days in advance of any proposed changes unless otherwise agreed to by both Parties.

8.3 In the case of any changes in locations of the warehouses, the Offeror must demonstrate that the new site location will meet all of the conditions established in the Standing Offer for the facility before any of the holdings will be moved to the new locations.

8.4 In such cases as cited in 8.2 and/or 8.3 above, the Offeror will assume all transportation and relocation costs;

8.5 Any change in warehouse location must be approved by the Standing Offer Authority.

8.6 The Offeror's premises shall be subject to inspection by CIISD to ensure security requirements are met. The Project Authority, Library and Archives Canada and CIISD will perform periodic, unscheduled inspections of the Offeror's facilities to ensure the security requirements are met.

9.0 Identified Users / Departmental Representative:

9.1 The Identified User will be identified on each call-up/task authorization instrument.

9.2 The Identified User is responsible for the provision of the detailed service requirement to be provided to the Client Department. The Identified User will be the departmental liaison for all aspects of the requirement unless otherwise specified at the time of call-up.

9.3 The Identified User will monitor the quality of the work and act as the acceptance authority for Client Department requirements.

10.0 Authorized Persons:

10.1 A list of personnel preauthorized to request services and outlined as part of the call-up will be provided by the Identified User.

11.0 Call-up Authority (Identified User) obligations

11.1 The Call-up Authority will:

11.1.1 Ensure the appropriate subject matter experts from within their organization are available to the Offeror to discuss and provide content, source, and/or reference material, as well as to facilitate cooperation with other representatives of their organization as required;

11.1.2 Provide the Offeror with both physical and electronic delivery addresses, to which deliverables are to be submitted;

11.1.3 Make available access to Client facilities during the core working hours of 8am to 4pm Monday to Friday inclusive, except statutory holidays for the pickup, delivery of boxes or the provision of shredding services;

11.1.4 Provide the Offeror with an up to date list of personnel authorized to demand services via a Call-up or inspect their holdings and may approve visits by other staff members on special occasions

12.0 Language of Work

12.1 The Offeror must ensure that all services and communications, written or verbal, are provided in both official languages.

12.2 The Contractors must ensure all on-line, web based customer accessed systems must be offered in both official languages of Canada. This includes all customer services using any web-based, telephony or call-centre customer service interfaces.

Appendix "1" **Shredding Equipment**

The following equipment is approved for the bulk destruction of paper documents up to and including the level of Confidential.

Maximum shred size: 6mm x 50mm

Paper Shredders - Type III B
Item:

Dahle 30414
Pitney Bowes SH-76
MS Secure ID431 CPCC (ID431DFCC)
GBC Shredmaster 5570M
GBC Shredmaster 3870M
Fellowes C480C
Fellowes C-380C
Fellowes C-320C
Destroyit 4107CC
HSM 412.2 CC
EBA 6040C
EBA 1121C
Destroyit 4002 CC
Intimus 852 CC
Intimus 702 CC

Please note that the list approved shredding equipment can change subject to RCMP authorized shredders.

Solicitation No. - N° de l'invitation

E60LM-140024/A

Client Ref. No. - N° de réf. du client

E60LM-140024

Amd. No. - N° de la modif.

File No. - N° du dossier

lm002, E60LM-140024

Buyer ID - Id de l'acheteur

LM002

CCC No./N° CCC - FMS No./N° VME

ANNEX "B"

BASIS OF PAYMENT

(See attachment 1)

Solicitation No. - N° de l'invitation

E60LM-140024/A

Client Ref. No. - N° de réf. du client

E60LM-140024

Amd. No. - N° de la modif.

File No. - N° du dossier
lm002, E60LM-140024

Buyer ID - Id de l'acheteur

LM002

CCC No./N° CCC - FMS No./N° VME

ANNEX "C-1"

SECURITY REQUIREMENTS CHECK LIST

(See attachment 2)

ANNEX "C-2"

CONTRACTOR INFORMATION SYSTEM CONNECTIVITY CRITERIA

Security Guide to E60LM-140024/LM

The contractor is required to agree to the following criteria and provide the required IS topology of their system to the (client department) Project Information System Security Officer (ISSO), and to the Industrial Security Operations Division (ISOD) at PWGSC.

CONTRACTOR INFORMATION SYSTEM CONNECTIVITY CRITERIA

1. Identify the following individuals at the contractor site (name and contract number):
 - A) Information Technology System (ITS) manager, and
 - B) ITS Security Officer
2. Describe the architecture of the contractor's ITS that is to connect/communicate to the (client department) ITS.
3. Provide a Topology (Block level) Diagram of the contractor's ITS. The drawing is to indicate the interface devices (ACM, firewalls, modems Network security {A/B} Switches, etc.)
4. Provide detail regarding any modems attached to the contractor's ITS. If modems are used, detail is to include identifying to what other ITS the modem connects.
5. Any ITS connected to (client department) ITS must be dedicated to (client department) use only. No external connections to other contractor ITS or public domains is permitted without express consent of (client department) NDHQ Security authorities.
6. (client department) is to be provided with results of ITS Security Inspections, conducted by PWGSC, on contractor ITS connected to or schedule for connection to (client department) ITS.
7. Access to the contractor ITS is limited to security cleared personnel who have a valid "need-to-know".
8. LOGIN ID/passwords are used by all contractor personnel accessing either ITS.
9. Audit logs of both ITS are maintained and reviewed on a regular basis.
10. Provide detail regarding the contractor's ITS being secured in a restricted access area or otherwise protected against unauthorized access.
11. The media is marked at the appropriate security level and is secured accordingly to (client department) standards.
12. Anti-virus scanning software is used on contractor's ITS.
13. A Configuration Management Plan tracks changes to the contractor's ITS. Changes to the connecting Contractor's ITS require prior approval of (client department).
14. If classified processing is to be done, the additional ITS Secure measures such as TEMPEST, encryption, 24 hour monitoring, etc. shall be identified in detail.
15. The contractor's ITS is available at all times for (client department) security inspection and verification.

ANNEX "D"

GEOGRAPHICAL REGIONS

The following geographical regions to be serviced are:

Atlantic Region <input type="checkbox"/>	Central Region <input type="checkbox"/>	Western Region <input type="checkbox"/>
New Brunswick	Ontario	Manitoba
Nova Scotia	Quebec	Saskatchewan
Prince Edward Island		Alberta
Newfoundland		British Columbia
		Northwest Territories
		Nunavut
		Yukon

The Offeror must provide services to all metropolitan areas within the geographical regions for which they are awarded a Standing Offer.

The Offeror must also provide services to isolated or remote locations outside major metropolitan areas.

ANNEX "E"
CERTIFICATIONS

1. Canadian Certification

This procurement is limited to Canadian services.

The Offeror certifies that:

() the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

2. Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer 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 Offeror: death, sickness, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror 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 Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

Signature of authorized company representative

date

ANNEX "F"

INSURANCE REQUIREMENTS

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
 - o. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
 - p. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
 - q. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - r. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but

for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

*Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8*

For other provinces and territories, send to:

*Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8*

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

Automobile Liability Insurance

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
 - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits - all jurisdictional statutes
 - c. Uninsured Motorist Protection
 - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation

ANNEX "G"

FACILITIES BY GEOGRAPHICAL REGION

Civic address information is required for all warehouse(s) (buildings) and the service(s) provided at each location.							
Geographical Region: Western (Manitoba, Saskatchewan, Alberta, British Columbia, Northwest Territories, Nunavut, Yukon)							
City/ Province	Street Address and Postal Code	Storage				Destruction Paper	
		Records	Vault	Occupied capacity (number of container)	Unoccupied capacity (number of container)	Plant	Mobile
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ANNEX "G"

FACILITIES BY GEOGRAPHICAL REGION

Civic address information is required for all warehouse(s) (buildings) and the service(s) provided at each location.							
Geographical Region: Atlantic (Newfoundland, New Brunswick, Nova Scotia, Prince-Edward-Island)							
City/ Province	Street Address and Postal Code	Storage				Destruction Paper	
		Records	Vault	Occupied capacity (number of containers)	Unoccupied capacity (number of containers)	Plant	Mobile
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ANNEX "G"

FACILITIES BY GEOGRAPHICAL REGION

Civic address information is required for all warehouse(s) (buildings) and the service(s) provided at each location.							
Geographical Region: Central (Ontario, Quebec)							
City/ Province	Street Address and Postal Code	Storage				Destruction Paper	
		Records	Vault	Occupied capacity (number of container)	Unoccupied capacity (number of container)	Plant	Mobile
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ANNEX "H"

MONTHLY AVERAGE USAGE		TOTALS		
		Atlantic	Central	Western
1.1 Record Centre Storage	a. Per Cubic Foot per month	183,695.38	772,838.62	172,775.70
1.2 Vault Storage	a. Per Media item per month	536.67	31,188.33	1,094.10
2. Accession	a. Per Container	1,137.63	12,332.24	12,211.49
3. Retrieval <u>Regular</u>	a. Per Container	95.08	3,782.55	1,958.04
	b. Per File	548.67	6,479.50	235.42
8. Refile Interfile	a. Per Container	52.70	2,282.40	1,381.96
	b. Per File	16.50	2,258.50	157.63
	c. Per Document	4.33	31.17	11.08
	d. Per Media item	0.00	0.00	0.00
11. Disposition/Delocation	a. Per Container	25.83	1,353.75	1,262.15
	b. Per File	521.00	628.25	139.67
	c. Per Media item	0.00	0.00	0.00
12. Certified Destruction - Paper	a. Per Cubic Foot - plant	57.18	1,789.31	2,877.52
	b. Per Cubic Foot - mobile	142.90	3,749.00	768.60



Government
of Canada

Gouvernement
du Canada

RECEIVED

MAY 05 2014

Contract Number / Numéro du contrat

E60LM-14-0024

Security Classification / Classification de sécurité
UNCLASSIFIED

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

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



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PART A (continued) / PARTIE A (suite)

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

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

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

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

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

Special comments:

Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☒ No ☐ Yes
Non Oui

If Yes, will unscreened personnel be escorted?

Dans l'affirmative, le personnel en question sera-t-il escorté?

☒ No ☐ Yes
Non 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 ☒ Yes
Non 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 ☐ Yes
Non 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 ☐ Yes
Non 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 ☒ Yes
Non 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 ☒ Yes
Non Oui



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

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

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

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non ☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non ☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



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PART D - AUTHORIZATION / PARTIE D - AUTORISATION

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

Name (print) - Nom (en lettres moulées)

Rochon, Francine

Title - Titre

Supply Specialist

Signature

Francine Rochon

Telephone No. - N° de téléphone
819-956-7767

Facsimile No. - N° de télécopieur
819-956-4944

E-mail address - Adresse courriel
francine.rochon@pwgsc.gc.ca

Date
2014/05/05

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

Name (print) - Nom (en lettres moulées)

Forget, Rachelle

Title - Titre

SO

Signature

R. Forget

Telephone No. - N° de téléphone
819-956-0639

Facsimile No. - N° de télécopieur
819-934-1449

E-mail address - Adresse courriel
rachelle.forget@tpsgc-pwgsc.gc.ca

Date
3 mai 2014

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?

Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

☐ No
Non ☐ Yes
Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées)

FRANCINE ROCHON

Title - Titre

SUPPLY SPECIALIST

Signature

Francine Rochon

Telephone No. - N° de téléphone
819-956-7767

Facsimile No. - N° de télécopieur
819-956-4944

E-mail address - Adresse courriel
francine.rochon@pwgsc.gc.ca

Date
May 5, 2014

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

Name

Paul Lepinski

Signature

Paul Lepinski

Telep

Agent à la Sécurité des contrats | Contract Security Officer
Secteur de la Sécurité industrielle | Industrial Security Sector
Paul.Lepinski@tpsgc-pwgsc.gc.ca
Téléphone : 613 957-1294

Address - Adresse courriel

Date
05-MAI-2014