



**RETURN BIDS TO:
RETOURNER LES
SOUMISSIONS À:**

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

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

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

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal To: Canada Border Services Agency

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

Proposition aux: Agence des services frontaliers du Canada

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

Comments - Commentaires

THIS DOCUMENT CONTAINS A SECURITY
REQUIREMENT

Issuing Office – Bureau de distribution

Canada Border Services Agency / l'Agence des
services frontaliers du Canada
Place Vanier, Tower B
355 North River Road, 17th Floor
Ottawa (Ontario) K1A 0L8

Title – Sujet Prairie Region and Transportation and Security Services	
Solicitation No. – N° de l'invitation 1000331553/B	Date : October 21, 2016
Client Reference No. – N° référence du client	
GETS Reference No. – N° de reference de SEAG	
File No. – N° de dossier	CCC No. / N° CCC - FMS No. / N°
Solicitation Closes – L'invitation prend fin at – à 11 :00 AM on – le December 5, 2016	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Inquiries to : - Adresser toutes questions à: Alexandra.Millan@cbsa-asfc.gc.ca	Buyer Id – Id de l'acheteur Alexandra Millan
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction : Canada Border Services Agency Agence des services frontaliers du Canada	

Instructions : See Herein

Instructions: Voir aux présentes

Delivery required - Livraison exigée See Herein	Delivered Offered – Livraison proposée
Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Facsimile No. – N° de télécopieur Telephone No. – N° de téléphone	
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 _____



THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Insurance Requirements, the Task Authorization and any other annexes.

1.2 Summary

The Canada Border Services Agency (CBSA) has a requirement for the provision of security and transportation related services effective January 9, 2017. The Contractor must provide Security Personnel, transport vehicles and services in accordance with the requirements detailed in Annex A, Statement of Work.

The Contractor's personnel must provide care and control of Immigration detainees, the safe and secure transport of detainees, the verification of departure of persons from Canada who are under a removal order pursuant to the Immigration and Refugee Protection Act (IRPA) or who are otherwise required to leave Canada and perform other duties as described within Annex A, Statement of Work.

- 1.2.2 There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, bidders should refer to the [Industrial Security Program \(ISP\)](#) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.
- 1.2.3 The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).
- 1.2.4 The requirement is limited to Canadian goods and/or services
- 1.2.5 The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the annex titled [Federal Contractors Program for Employment Equity - Certification](#).



1.3 Debriefings

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



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The 2003 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days
Insert: 120 days

2.2 Submission of Bids

Bids must be submitted only to CBSA Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

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

2.3 Former Public Servant

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

2.3.1 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.

2.3.2 Former Public Servant in Receipt of a Pension

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

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

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

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

2.3.3 Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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



2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority identified on page 1 no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

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

2.6 Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the Enforcement and Intelligence Operations Division (EIOD). Arrangements have been made for the site visit to be held at 10345 104th Street, Edmonton AB, on October 25, 2016. The site visit will begin at 11:00 a.m. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

2.7 Optional Bidders' Conference

A Bidders' Conference will be held at Enforcement and Intelligence Operations Division (EIOD), located at 10345 104th Street, Edmonton, AB at 11:30 am on October 25, 2016. The bidders' conference will begin immediately after the Optional Site Visit. The scope of the requirement outlined in the bid solicitation will be reviewed during the bidders' conference and questions will be answered. It is recommended that bidders who intend to submit a bid attend or send a representative.

Any clarifications or changes to the bid solicitation resulting from the bidders' conference will be included as an amendment to the bid solicitation. Bidders who do not attend will not be precluded from submitting a bid.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

- Section I: Technical Bid - 6 hard copies and 1 soft copy on CD
- Section II: Financial Bid - 2 hard copies and 1 soft copy on CD
- Section III: Certifications - 1 hard copy

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

Prices should appear in the financial bid only.

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

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

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

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

Section I: Technical Bid

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

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

Section II: Financial Bid

- 3.1.1** Bidders must submit their financial bid in accordance with Appendix I to part 3 – Financial Bid. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Bidders must submit the certifications required under Part 5.



**Appendix I to part 3
Financial bid**

For evaluation purposes, a bid price analysis will be performed using the firm all-inclusive prices submitted by the Bidder in accordance with Appendix I to part 3, Financial bid and the estimated quantities identified below. The estimated quantities are used as a guideline for evaluation purposes and are not a guarantee of actual usage nor are they to necessarily represent the full requirement under this contract.

The following represents an estimate of the total base hours required as part of this contract for each category of personnel. As per Annex A, Statement of Work, the CBSA reserves the right to increase or decrease the hours of work required dependent upon operational requirements. As a result the Contractor should factor in the potential for additional requests.

B1 Contract Period – Initial 12 month period:

B1.1 Regular Rate Schedule

Role	Estimated # of Hours	X	# of Personnel Required	X	Firm Hourly Rate	=	Sub-Total
Operational Manager	2008	X	1	X	\$/hr	=	\$
Shift Supervisor	2008	X	4	X	\$/hr	=	\$
Security Personnel	2008	X	8	X	\$/hr	=	\$
Evaluated Total Regular Schedule							\$

B1.2 Statutory Holiday Rate Schedule

Role	Estimated # of Hours	X	# of Personnel Required	X	Firm Hourly Rate	=	Sub-Total
Operational Manager	72	X	1	X	\$/hr	=	\$
Shift Supervisor	72	X	4	X	\$/hr	=	\$
Security Personnel	72	X	8	X	\$/hr	=	\$
Evaluated Total Regular Schedule							\$

B1.3 Vehicles

Vehicle Type	# of vehicles required	X	# of months	X	Firm all-inclusive monthly rate	=	Sub-Total
Fleet vehicle 7 passenger	2	X	12	X	\$/month	=	\$
Fleet vehicle 5 passenger	4	X	12	X	\$/month	=	\$
Evaluated Total Vehicle Cost							\$



2. Option Period 1

B2.1 Regular Rate Schedule (Monday – Friday)

Role	Estimated # of Hours	X	# of Personnel Required	X	Firm Hourly Rate	=	Sub-Total	
Operational Manager	677	X	1	X	\$/hr	=	\$	
Shift Supervisor	677	X	4	X	\$/hr	=	\$	
Security Personnel	677	X	8	X	\$/hr	=	\$	
Evaluated Total Regular Schedule							=	\$

B2.2 Statutory Holiday Rate Schedule

Role	Estimated # of Hours	X	# of Personnel Required	X	Firm Hourly Rate	=	Sub-Total	
Operational Manager	16	X	1	X	\$/hr	=	\$	
Shift Supervisor	16	X	4	X	\$/hr	=	\$	
Security Personnel	16	X	8	X	\$/hr	=	\$	
Evaluated Total Regular Schedule							=	\$

B2.3 Vehicles

Vehicle Type	# of vehicles required	X	# of months	X	Firm all-inclusive monthly rate	=	Sub-Total	
Fleet vehicle 7 passenger	2	X	4	X	\$ /month	=	\$	
Fleet vehicle 5 passenger	4	X	4	X	\$ /month	=	\$	
Evaluated Total Vehicle Cost							=	\$



B3 Option Period 2

B3.1 Regular Rate Schedule (Monday – Friday)

Role	Estimated # of Hours	X	# of Personnel Required	X	Firm Hourly Rate	=	Sub-Total
Operational Manager	669	X	1	X	\$/hr	=	\$
Shift Supervisor	669	X	4	X	\$/hr	=	\$
Security Personnel	669	X	8	X	\$/hr	=	\$
Evaluated Total Regular Schedule (Monday – Friday)							\$

B3.2 Statutory Holiday Rate Schedule

Role	Estimated # of Hours	X	# of Personnel Required	X	Firm Hourly Rate	=	Sub-Total
Operational Manager	24	X	1	X	\$/hr	=	\$
Shift Supervisor	24	X	4	X	\$/hr	=	\$
Security Personnel	24	X	8	X	\$/hr	=	\$
Evaluated Total Regular Schedule (Monday – Friday)							\$

B3.3 Vehicles

Vehicle Type	# of vehicles required	X	# of months	X	Firm all-inclusive monthly rate	=	Sub-Total
Fleet vehicle 7 passenger	2	X	4	X	\$/month	=	\$
Fleet vehicle 5 passenger	4	X	4	X	\$/month	=	\$
Evaluated Total Vehicle Cost							\$

Note: the estimated hours provided above are used for evaluation purposes only and are not to represent a guarantee, nor are they to necessarily represent the full requirement under this contract.

For evaluation purposes only, the total submission price will be calculation in the following table and will represent the total price to be evaluated.

Contract Period	Submission Price
Total Regular Schedule – B1.1	
	+
Total Statutory Holiday Schedule – B1.2	
	+
Vehicle Cost – B1.3	
Total Evaluated Price for Contract Period	=
Option Period 1	
Total Regular Schedule Option Period 1 –B2.1	
	+
Total Statutory Holiday Schedule Option Period 1– B2.2	
	+
Vehicle Cost Option Period 1 – B2.3	



Total Evaluated Price for Option Period 1	=
Option Period 2	
Total Regular Schedule Option Period 2 – B3.1	
	+
Total Statutory Holiday Schedule Option Period 2 – B3.2	
	+
Vehicle Cost Option Period 2 – B3.3	
Total Evaluated Price for Option Period 2	=
Total Submission Price for evaluation	\$



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Appendix I to Part 4.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

The Bidder must submit with its bid, pricing details in accordance with Appendix I to Part 3 – Financial Bid, in Canadian funds, Canadian customs duties and excise taxes included and Goods and Services Tax (GST) excluded. Pricing must be provided for each line item for the Contract Period and all option periods.

Bids will be evaluated based on the prices as detailed in Annex II – Financial Bid. The prices detailed in Appendix I to part 3 - Financial Bid will be multiplied by the estimated usage for price evaluation purposes only.

The price used in the evaluation will be the Total Evaluated Cost as detailed in appendix I to part 3– Financial Bid which is calculated as follows:

The Total Evaluated Cost is the sum of the Total Submission Prices of the Contract Period and all option periods (sum of B1.1+B1.2+B1.3+ +B2.1+B2.2+B2.3+ +B3.1+B3.2+B3.3).

4.2 Basis of Selection - Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 231 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 330 points.
2. Bids not meeting (a) or (b) or (c) and (d) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.



6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	98/135
Bid Evaluated Price		55,000	50,000	42,000
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$98/135 \times 60 = 43.56$
	Pricing Score	$42,000/55,000 \times 40 = 30.55$	$42,000/50,000 \times 40 = 33.6$	$42,000/42,000 \times 40 = 40.00$
Combined Rating		81.66	73.16	83.59
Overall Rating		2 nd	3 rd	1 st



**Appendix I to part 4
Evaluation Criteria**

Mandatory Technical Criteria

#	Mandatory Criteria	Bid reference where criterion is demonstrated or supported
M1	<p>The Bidder must demonstrate that it has a minimum of five (5) years of experience in the provision of guard services by submitting examples of Contracts performed during the past 5 years from the date of bid closing.</p> <p>Of the Contract examples submitted, the Bidder must include two (2) former or present Contracts for which their firm has provided security services within the last five (5) years from the date of bid closing. Each of these two (2) Contracts must have been for a minimum of twenty-five (25) security guards; and a minimum duration of one (1) year (365 days from date of bid closing). The following must be provided for each example:</p> <ul style="list-style-type: none"> • Client Information including: <ul style="list-style-type: none"> ○ Name of firm ○ Contact name and phone number of a senior level representative • Type of guards services rendered • Period of the Contract, start to end (day, month and year) • Period of services rendered up to date (day, month and year) • Location where services were provided • Number of guards assigned to perform work under the Contract • Number of hours performed under the Contract • Contract amount • Number of hours performed by bid closing (day, month and year) (if Contract is ongoing) <p>The CBSA reserves the right to contact the representatives provided for each example to validate the information submitted by the Bidder.</p> <p>Bidders are encouraged to complete Appendix 1 (or a similar template) <i>“Tool for detailed description of previous contracts”</i> to facilitate in the demonstration of this criterion.</p>	
M2	<p>The Bidder must hold valid* Security Licenses to operate in the provinces of Alberta, Manitoba, and Saskatchewan, as stated in Section 6.2 “Licenses” of Annex A – Statement of Work.</p> <p>To demonstrate compliance with this criterion the Bidder must submit a copy of the valid Security Licenses.</p> <p>*Valid is defined as a license that is still in force (not expired).</p>	



#	Mandatory Criteria	Bid reference where criterion is demonstrated or supported
<p>For M3 and M4 (Proposed Resources): The Bidder must provide resumes for each of the proposed resources, and identify which position each resource is being proposed for.</p> <p>For each proposed resource the bidder must include copies of the following:</p> <ul style="list-style-type: none"> a) Valid security license; b) Valid driver's license; c) Passport/birth certificate/Permanent Resident card; and, d) Diploma/certificate from educational institution. 		
<p>M3</p>	<p>The Bidder must submit one (1) resume clearly demonstrating that the proposed <i>Operational Manager</i> meets the following:</p> <ul style="list-style-type: none"> a) Valid Security License in the province of Alberta; b) Valid, fully-graduated Canadian Driver License, or equivalent; c) Canadian Citizenship or permanent residence; d) At a minimum, demonstrate successful completion of secondary school education in Canada or a recognized equivalent*; e) Must have a minimum of three (3) years of experience in management of employees** (within the last ten (10) years of the bid closing date); <p>To demonstrate compliance with this criterion the Bidder must submit copies of all valid licenses, certificates, etc.</p> <p>*Diplomas or equivalencies listed on resumes must have been obtained from one (1) of the recognized organization found on the Canadian Information Center for International Credentials website (www.cicic.ca).</p> <p>**Management of employees is defined as having managed a team consisting of a minimum of two (2) employees. This includes, at a minimum, the assignment of work, and the management and assessment of performance.</p> <p>Bidders are encouraged to complete Appendix 2 (or a similar template) to demonstrate how all mandatory education and experience criterions are met.</p>	
<p>M4</p>	<p>The Bidder must propose two (2) Shift Supervisors for Calgary, AB and two (2) Shift Supervisors for Edmonton, AB, and submit one (1) resume for each, clearly demonstrating that each of the four (4) proposed Shift Supervisors meet the following:</p> <ul style="list-style-type: none"> a) Valid Security License in the province of Alberta; b) Valid, fully-graduated Canadian Driver License, or equivalent; c) Canadian Citizenship or permanent residence; d) At a minimum, demonstrate successful completion of secondary school education in Canada or a recognized 	



#	Mandatory Criteria	Bid reference where criterion is demonstrated or supported
	<p>equivalent*; e) Must have a minimum of one (1) year experience (within the last five (5) years of the bid closing date) in management of employees**;</p> <p>To demonstrate compliance with this criterion the Bidder must submit copies of all valid Licenses, certificates, etc., as supporting documentation.</p> <p>* Diplomas or equivalencies listed on resumes must have been obtained from one (1) of the recognized organizations found on the Canadian Information Center for International Credentials website (www.cicic.ca).</p> <p>** *Management of employees is defined as having managed a team consisting of a minimum of two (2) employees. This includes, at a minimum, the assignment of work.</p> <p>Bidders are encouraged to complete Appendix 2 (or a similar template) to demonstrate how all mandatory education and experience criterions are met.</p>	



Point Rated Technical Criteria

In addition to assessing the ability to meet all the mandatory criteria, bids will be evaluated on their capacity to exceed the minimum required specifications and standards in each of the areas detailed below. Bidders are advised to provide enough content on each of these areas in their Technical Proposal to satisfy the **minimum requirement of a 70% cumulative overall rating (231/330)**.

The expression of “guard services” used in the grid can be defined as “ensuring the physical security of property, locations, buildings and people.”

#	Rated Criteria	Score: Overall and Per Element
Evaluation of the Bidder’s experience and capabilities as an organization (Maximum 150 points)		
R1	<p>Years of Service: Further to mandatory criterion M1, the Bidder is requested to demonstrate the number of years of experience providing guard services. The Bidder will be awarded points in excess of the minimum number required under M1. (Up to a maximum of 50 points.)</p>	<p>>5 years to 7 years = 30 points >7 years to 10 years = 40 points >10 years = 50 points</p>
R2	<p>Bidder Experience: The Bidder should demonstrate in writing the number of hours of guard services performed by the Bidder (total complement of hours worked by personnel of the company) for each of the following activities, in Canada, during the 12 month period preceding the bid closing date (365 days from date of bid closing).</p> <p>In order to demonstrate how the Bidder meets this criterion the following information should be provided for each activity identified below:</p> <ul style="list-style-type: none"> • Client Information including: <ul style="list-style-type: none"> ○ Name of firm ○ Contact Name and phone number of a senior level representative; • Type of guards services rendered; • Period of the contract (start and end date, including day, month and year); • Location where services were provided; • Number of guards assigned to perform work under the contract; • Number of hours performed under the contract; • Contract amount. <p>Bidders are encouraged to complete Appendix 1 (or a similar template), “<i>Tool for detailed description of previous contracts</i>”. Failure to provide the above listed information will result in no points being awarded.</p> <p><u>Example: Hours are calculated as follows:</u> 50 security guards * 8 hours per day * 5 days per week * 52 weeks = 104,000 hours over 1 year period for 50 guards</p> <p>Definitions:</p> <p>“Detention” is defined as the process when a state or private citizen lawfully holds a person by</p>	



#	Rated Criteria	Score: Overall and Per Element
	<p>removing his or her freedom of liberty at that time. (Up to a maximum of 100 points.)</p>	
R2.1	<p>Guarding individuals in lawful detention. Up to a maximum of 30 points.</p>	<p>0 to 49,999 hours = 0 points 50,000 to 199,999 hours = 10 points 200,000 to 499,999 hours = 15 points 500,000 to 999,999 hours = 20 points 1,000,000 hours or more = 30 points</p>
R2.2	<p>Contract involving the physical use of restraints, such as handcuffs and leg irons, in a lawful detention context. (Up to a maximum of 30 points.)</p>	<p>0 to 49,999 hours = 0 points 50,000 to 199,999 hours = 10 points 200,000 to 499,999 hours = 15 points 500,000 to 999,999 hours = 20 points 1,000,000 hours or more = 30 points</p>
R2.3	<p>Contract involving the transport of detainees. (Up to a maximum of 30 points.)</p>	<p>0 to 49,999 hours = 0 points 50,000 to 199,999 hours = 10 points 200,000 to 499,999 hours = 15 points 500,000 to 999,999 hours = 20 points 1,000,000 hours or more = 30 points</p>
R2.4	<p>Guarding buildings and controlling access. (Up to a maximum of 10 points.)</p>	<p>0 to 49,999 hours = 0 points 50,000 to 199,999 hours = 3 points 200,000 to 499,999 hours = 5 points 500,000 to 999,999 hours = 7 points 1,000,000 hours or more = 10 points</p>



#	Rated Criteria	Score: Overall and Per Element
Requirements for Management Positions – Evaluation of the experience and training of the Bidder’s management staff who will be assigned to the Contract (Maximum 180 points)		
R3	Operational Manager (Maximum 75 points) The proposed Operational Manager will be evaluated based upon the following criteria. The Bidder should demonstrate how the criteria are met within the resume and corresponding documentation:	
R3.1	Diploma: The highest diploma obtained will be considered in the evaluation. (Up to a maximum of 10 points.)	Post-Secondary degree/diploma = 5 points Post-Secondary degree/diploma in a related field (policing, security, business, or management) = 10 points
R3.2	Experience in a field directly related to security.* *Experience in a field directly related to security is defined as experience obtained through employment within security services or military services. (Up to a maximum of 15 points.)	5 - 6 years of experience = 7 points >6 – 8 years of experience = 10 points >8 years or more of experience = 15 points
R3.3	Experience in law enforcement or corrections (with peace officer status). (Up to a maximum of 20 points.)	5 - 6 years of experience = 5 points >6 – 8 years of experience = 10 points >8 – 10 years of experience = 15 points >10 years or more of experience = 20 points
R3.4	Experience in management of employees* *Management of employees is defined as having managed a team consisting of a minimum of two (2) employees. This includes, at a minimum, the assignment of work, and the management and assessment of performance.. (Up to a maximum of 30 points.)	>3 - 6 years of experience = 10 points >6 – 8 years of experience = 15 points >8 – 10 years of experience = 20 points >10 years or more of experience = 30 points
R4	Shift Supervisors (Each worth 40 points, to a maximum of 160 points) The four (4) proposed Shift Supervisors will each be evaluated based upon the following criteria. The Bidder should demonstrate how the proposed individuals meet the criteria within the resume and	



#	Rated Criteria	Score: Overall and Per Element
	<p>supporting documentation.</p> <p>Each proposed Shift Supervisor will be awarded a maximum of 40 points based on their experience as detailed below.</p>	
R4.1	<p>Experience in a field directly related to security.*</p> <p>*Experience in a field directly related to security is defined as experience obtained through employment within security services or military services.</p> <p>(Up to a maximum of 10 points.)</p>	<p>1 - 3 years of experience = 5 points</p> <p>>3 – 5 years of experience = 7 points</p> <p>>5 years or more of experience = 10 points</p>
R4.2	<p>Experience in law enforcement and / or corrections (with peace officer status).</p> <p>(Up to a maximum of 15 points.)</p>	<p>1 - 3 years of experience = 7 points</p> <p>>3 – 5 years of experience = 10 points</p> <p>>5 years or more of experience = 15 points</p>
R4.3	<p>Experience in management of employees*</p> <p>*Management of employees is defined as having managed a team consisting of a minimum of two (2) employees. This includes, at a minimum, the assignment of work.</p> <p>(Up to a maximum of 15 points.)</p>	<p>>1 - 3 years of experience = 7 points</p> <p>>3 – 5 years of experience = 10 points</p> <p>>5 years or more of experience = 15 points</p>
<p>Minimum pass mark of 70% = 231/330</p>		



Appendix 1

Tool for providing a detailed description of previous contracts:

Client Information	Type of Guard Service	Start Date of Contract	End Date of Contract	Number of Security guards assigned to Contract	Number of hours performed during the period of the Contract	Contract Amount (\$) including taxes	Number of hours performed by bid closing (if Contract is ongoing)
<u>Example:</u> XYZ Corporation 1234 Airport Road Edmonton, AB (555) 555-5555 Contact: Jane Doe	<u>Example:</u> Guarding individuals in lawful detention	<u>Example:</u> 2011/12/01	<u>Example:</u> 2012/01/31	<u>Example:</u> 10 guards	<u>Example:</u> 20,000 hours	<u>Example:</u> \$220,000.00	<u>Example:</u> 18,000 hours
	<u>Example:</u> Use of physical restraints such as handcuffs or leg irons						
	<u>Example:</u> Transporting detainees						
	<u>Example:</u> Guarding buildings or controlled access						



Appendix 2

Criteria Checklist Template:

Bidders are strongly encouraged to:

- Complete this template in its entirety;
- Demonstrate that they meet all Mandatory Criteria listed below by providing ALL supporting documents with their submission;
- Confirm that they have provided the required information by checking off all check boxes below; and
- State where the following information can be found within their submission by listing the tab (if applicable) and page(s).

#	Mandatory Criteria	Bidder ensures the following criteria are met and that information is provided in their submission by checking the check boxes below	Column to be completed for M3 and M4	Information can be found on page(s): (provide section and page(s))
M3	<p>The Bidder must submit one (1) resume clearly demonstrating that the proposed <i>Operational Manager</i> meets the following:</p> <ul style="list-style-type: none"> a) Valid Security License in the province of Alberta; b) Valid, fully-graduated Canadian Driver License, or equivalent; c) Canadian Citizenship or permanent residence; d) At a minimum, demonstrate successful completion of secondary school education in Canada or a recognized equivalent*; e) Must have a minimum of three (3) years of experience in management of employees** (within the last ten (10) years of the bid closing date); <p>To demonstrate compliance with this criterion the Bidder must submit copies of all valid licenses, certificates, etc.</p> <p>*Diplomas or equivalencies listed on resumes must have been obtained from one (1) of the recognized organizations found on the Canadian Information Center for International Credentials website (www.cicic.ca).</p> <p>**Management of employees is defined as having managed a team consisting of a minimum of two (2) employees. This includes, at a minimum, the assignment of work, and the management and assessment of performance.</p> <p>Bidders are encouraged to complete Appendix 2 (or a similar template) to demonstrate how all mandatory education and experience criteria are met.</p>			
<p>Operational Manager</p> <p>Proposed Resource Name: _____</p>				



	<p>a) Valid Security License in the province of Alberta;</p> <p>b) Valid, fully-graduated Canadian Driver License, or equivalent;</p> <p>c) Canadian Citizenship or permanent residence;</p> <p>d) At a minimum, demonstrate successful completion of secondary school education in Canada or a recognized equivalent*;</p> <p>e) Must have a minimum of three (3) years of experience in management of employees** (within the last ten (10) years of the bid closing date);</p> <p>*Note: Include as many employer examples as required to the meet the minimum number of years</p>	<p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>	<p>Name of Educational Institution: _____</p> <p>_____</p> <p>Name of Employer: _____</p> <p>From: _____ (insert month/year)</p> <p>To: _____ (insert month/year)</p>	
M4	<p>The Bidder must propose two (2) Shift Supervisors for Calgary, AB and two (2) Shift Supervisors for Edmonton, AB, and submit one (1) resume for each, clearly demonstrating that each of the four (4) proposed Shift Supervisors meet the following:</p> <p>a) Valid Security License in the province of Alberta;</p> <p>b) Valid, fully-graduated Canadian Driver License, or equivalent;</p> <p>c) Canadian Citizenship or permanent residence;</p> <p>d) At a minimum, demonstrate successful completion of secondary school education in Canada or a recognized equivalent*;</p> <p>e) Must have a minimum of one (1) year experience (within the last five (5) years of the bid closing date) in management of employees**;</p> <p>To demonstrate compliance with this criterion the Bidder must submit copies of all valid Licenses, certificates, etc., as supporting documentation.</p> <p>* Diplomas or equivalencies listed on resumes must have been obtained from one (1) of the recognized organizations found on the Canadian Information Center for International Credentials website (www.cicic.ca).</p> <p>** *Management of employees is defined as having managed a team consisting of a minimum of two (2) employees. This includes, at a minimum, the assignment of work, and the management and assessment of performance.</p> <p>Bidders are encouraged to complete Appendix 2 (or a similar template) to demonstrate how all mandatory education and experience criteria are met.</p>			



Shift Supervisor #1			
Proposed Resource Name: _____			
<p>a) Valid Security License in the province of Alberta;</p> <p>b) Valid Canadian Driver License or equivalent;</p> <p>c) Canadian Citizenship or permanent residence;</p> <p>d) At a minimum, demonstrate successful completion of secondary school education in Canada or a recognized equivalent*;</p> <p>e) Must have a minimum of one (1) year experience (within the last five (5) years of the bid closing date) in management of employees**;</p> <p>*Note: Include as many employer examples as required to meet the minimum number of years</p>	<p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>	<p>Name of Educational Institution:</p> <p>_____</p> <p>Name of Employer:</p> <p>_____</p> <p>From: _____ (insert month/year)</p> <p>To: _____ (insert month/year)</p>	
Shift Supervisor #2			
Proposed Resource Name: _____			
<p>a) Valid Security License in the province of Alberta;</p> <p>b) Valid Canadian Driver License or equivalent;</p> <p>c) Canadian Citizenship or permanent residence;</p> <p>d) At a minimum, demonstrate successful completion of secondary school education in Canada or a recognized equivalent*;</p>	<p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>	<p>Name of Educational Institution:</p> <p>_____</p>	



<p>a) Valid Security License in the province of Alberta;</p> <p>b) Valid Canadian Driver License or equivalent;</p> <p>c) Canadian Citizenship or permanent residence;</p> <p>d) At a minimum, demonstrate successful completion of secondary school education in Canada or a recognized equivalent*;</p> <p>e) Must have a minimum of one (1) year experience (within the last five (5) years of the bid closing date) in management of employees**;</p> <p>*Note: Include as many employer examples as required to the meet the minimum number of years</p>	<p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>	<p>Name of Educational Institution:</p> <p>_____</p> <p>Name of Employer:</p> <p>_____</p> <p>From: _____ (insert month/year)</p> <p>To: _____ (insert month/year)</p>	
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PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Precedent to Contract Award and Additional Information

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide, prior to contract award, the required documentation, as applicable, to be given further consideration in the procurement process. As a minimum, the Bidder should provide a duly completed [Declaration form for procurement](#).

5.1.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

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

The Bidder must provide the Contracting Authority with a completed appendix I to part 5 Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.1.3 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's



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

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

5.1.4 Education and Experience

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



**APPENDIX "I" TO PART 5
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION**

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

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

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

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

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

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

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



PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, Bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

6.1.1 Canada Border Services Agency (CBSA) - Security Requirements

1. Before award of a contract:

ADDITIONAL SECURITY REQUIREMENT:

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

For each proposed resources, the Bidder should submit a complete signed original TBS 330-23 Form – Personnel Screening Consent and Authorization (<http://www.tbs-sct.gc.ca/tbsf-fsct/330-23-eng.pdf>) with their Bid. If not provided with the bid, the Bidder must provide it upon request and in the timeframe stated by the Contracting Authority..

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

In the event the recommended Bidder is not deemed suitable following the security screening process required by the CBSA, the said recommended Bidder's bid will be deemed non-



compliant and the next ranked Bidder will be contacted. If only one bid was obtained and the recommended Bidder does not meet the security requirement, then, the Contracting Authority will determine the next steps in order to ensure all requirements are met.

*Fees are applicable. Fingerprinting, if required, will be at the Bidder's cost.

6.2 Financial Capability

1. **Financial Capability Requirement:** The Bidder must have the financial capability to fulfill this requirement. To determine the Bidder's financial capability, the Contracting Authority may, by written notice to the Bidder, require the submission of some or all of the financial information detailed below during the evaluation of bids. The Bidder must provide the following information to the Contracting Authority within fifteen (15) working days of the request or as specified by the Contracting Authority in the notice:
 - a. Audited financial statements, if available, or the unaudited financial statements (prepared by the Bidder's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Bidder's last three fiscal years, or for the years that the Bidder 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 Contracting Authority, the Bidder 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 Contracting Authority requests this information.
 - c. If the Bidder 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 Contracting Authority requests this information.
 - d. A certification from the Chief Financial Officer or an authorized signing officer of the Bidder 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 Bidder outlining the total of lines of credit granted to the Bidder and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.
 - f. A detailed monthly Cash Flow Statement covering all the Bidder's activities (including the requirement) for the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures on a monthly basis, for all the Bidder's activities. All assumptions made should be explained as well as details of how cash shortfalls will be financed.



- g. A detailed monthly Project Cash Flow Statement covering the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures, for the requirement, on a monthly basis. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
2. If the Bidder is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.
3. If the Bidder is a subsidiary of another company, then any financial information in 1. (a) to (f) above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not by itself satisfy the requirement for the provision of the financial information of the Bidder, and the financial capability of a parent cannot be substituted for the financial capability of the Bidder 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 Bidder is not required to resubmit any financial information requested by the Contracting 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 Bidder identifies to the Contracting Authority in writing the specific information that is on file and the requirement for which this information was provided; and
 - b. the Bidder authorizes the use of the information for this requirement.

It is the Bidder's responsibility to confirm with the Contracting Authority that this information is still on file with PWGSC.

5. **Other Information:** Canada reserves the right to request from the Bidder any other information that Canada requires to conduct a complete financial capability assessment of the Bidder.
6. **Confidentiality:** If the Bidder 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 Bidder's financial capability to fulfill this requirement, Canada may consider any security the Bidder is capable of providing, at the Bidder'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 Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex "D".

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the



request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.



PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.1.1 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA) (sections 8.5.7 "Mass Migrant Arrival" and 8.5.8 "Pre-planned Additional Security Personnel Requirements" of Annex A – Statement of Work). The Work described in the TA must be in accordance with the scope of the Contract.

For each proposed resource under a Task Authorization, the Contractor must submit a completed signed original TBS 330-23 Form – Personnel Screening Consent and Authorization (<http://www.tbs-sct.gc.ca/tbsf-fsct/330-23-eng.pdf>) upon request of the Contracting Authority.

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

In the event the Contractor (specifically the Contractor personnel) does not pass the security screening process required by the CBSA, the Contractor's proposed resource will be considered non-responsive and no Task Authorization will be issued.

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

7.1.1.1 Task Authorization Process

1. The Project Authority will provide the Contractor with a description of the task using the Task Authorization form specified in Annex "G".
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, within five (5) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.



7.1.1.2 Task Authorization Limit

The *Project* Authority may authorize individual task authorizations up to a limit of \$0, Applicable Taxes included, inclusive of any revisions.

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

7.1.2.3 Canada's Obligation - Portion of the Work - Task Authorizations

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

7.1.2.4 Periodic Usage Reports - Contracts with Task Authorizations

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

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

The data must be submitted on a semi-annual basis to the Contracting Authority.

The quarterly periods are defined as follows:

1st half: June 1 to October 31;

2nd half: November 1 to March 31.

The data must be submitted to the Contracting Authority no later than 14 calendar days after the end of the reporting period.

Reporting Requirement- Details

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

For each authorized task:

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



For all authorized tasks:

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

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

[2035](#) (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

[4008](#) (2008-12-12), Personal Information, apply to and form part of the Contract.

7.3 Security Requirements

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

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must **EACH** hold a valid **ENHANCED RELIABILITY STATUS**, granted or approved by CBSA.
3. Subcontracts, which contain security requirements, are **NOT** to be awarded without the prior written permission of CBSA.
4. The Contractor/Offeror must comply with the provisions of the:
 - a) *Security Requirements Check List* and Security Guide (if applicable), attached at Annex C;
 - b) *Industrial Security Manual* (Latest Edition).
5. The Company Security Officer (CSO) must ensure through the [Industrial Security Program \(ISP\)](#) that the Contractor and individual(s) hold a valid security clearance at the required level.

7.3.2 Additional CBSA Security Requirement

The CBSA, will conduct its own personnel Reliability Status assessment of the Contractor (specifically the Contractor personnel), which is allowed under the Treasury Board Secretariat of Canada's (TBS) "Security and Contracting Management Standard" and the Policy on Government Security – Personnel Security Standard. Reliability Status assessment conducted by the CBSA will include a credit check.



If the Contractor (specifically the Contractor personnel), has already been screened under the TBS Policy on Government Security - Personnel Security Standard, the Contractor (specifically the Contractor personnel), will still undergo a security screening process to be conducted by the CBSA.

The credit check and fingerprinting*, if required, will be performed by an authorized security official with the CBSA's "Personnel Security Screening Section" (PSSS), which is independent of the Public Works and Government Services Canada's (PWGSC), "Canadian and International Industrial Security Directorate" (CIISD).

Until the credit check, fingerprinting* (if required) and all other security screening processes required have been completed and the Contractor (specifically the Contractor personnel) is deemed suitable by the CBSA, the Contractor (specifically the Contractor personnel) will not be permitted access to Protected / Classified information or assets, and further, will not be permitted to enter sites where such information or assets are kept.

*Fees are applicable. Fingerprinting, if required, will be at the Bidder's cost.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from January 9, 2017 to January 8, 2018 inclusive.

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional four (4) month period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 10 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Sophon Proulx
Special Projects Team Leader
Canada Border Services Agency
355 North River Road, Tower B
Ottawa, Ontario
K1A 0L8

Telephone: 343-291-5725
E-mail address: Sophon.Proulx@cbsa-asfc.gc.ca

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



7.5.2 Project Authority *(to be inserted at contract award)*

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

In its absence, the Project Authority is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

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

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

Name: _____
Title: _____
Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants *(if applicable)*

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

7.7 Payment

7.7.1 Basis of Payment

7.7.1.1 Basis of Payment - Limitation of Expenditure

For the Work described in all sections of the Statement of Work (except sections 8.5.7 and 8.5.8) in Annex A:



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

7.7.1.2 Basis of Payment - Limitation of Expenditure - Task Authorizations

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

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

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

7.7.2 Limitation of Expenditure

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

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.7.3 Limitation of Expenditure - Cumulative Total of all Task Authorizations (sections 8.5.7 "Mass Migrant Arrival" and 8.5.8 "Pre-planned Additional Security Personnel Requirements" of Annex A – Statement of Work)

- 1) Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ (*to be*



inserted at time of Contract award) . Customs duties are included and the Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

- 2) No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- 3) The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - i) when it is 75 percent committed, or
 - ii) four (4) months before the Contract expiry date, or
 - iii) as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
- 4) If the notification is for inadequate Contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.7.4 Monthly Payments

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

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

7.7.5 Time Verification

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

7.7.6 T1204 - Direct Request by Customer Department

1. Pursuant to paragraph 221 (1)(d) of the *Income Tax Act*, R.S. 1985, c. 1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
2. To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).



7.8 Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
 - b. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses, if applicable.
2. Invoices must be distributed as follows:
 - a. The electronic original must be forwarded to the following address for certification and payment.

E-mail: vendors-fournisseurs@cbsa-asfc.gc.ca
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.9 Certifications

7.9.1 Compliance

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

7.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

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

7.10 Applicable Laws

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

7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions [4008](#) (2008-12-12), Personal Information;



- (c) the general conditions 2035 (2016-04-04), General Conditions - Higher Complexity - Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Insurance Requirements;
- (h) Annex E, Cost Recovery Surcharge;
- (i) Annex F, Non-Disclosure Agreement,
- (j) the signed Task Authorizations (including all of its annexes, if any);
- (k) the Contractor's bid dated _____. *(to be inserted at contract award)*

7.12 Foreign Nationals (Canadian Contractor)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

7.13 Insurance Requirements

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

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

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

7.14 Cost Recovery Surcharges

Annex F - Cost Recovery – Surcharges will apply.

1. Canada and the Contractor agree that the amount stated in Annex E is their best pre-estimate of the loss to Canada in the event of such a failure, and that it is not intended to be, nor is it to be interpreted as, a penalty.
2. Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Contractor, any surcharges owing and unpaid under Annex E.
3. Nothing in Annex E must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.

7.15 Government Site Regulations

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



7.16 Non-disclosure Agreement

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

7.17 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. 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.



**ANNEX "A"
STATEMENT OF WORK**

PRAIRIE REGION TRANSPORTATION AND SECURITY SERVICES

This SOW has been written in thirteen (13) parts.

The parts are as follows:

Part 1: Background

Part 2: General Requirements

Part 3: Security Personnel Duties and Requirements

Part 4: Training Requirements

Part 5: Disclosure or Collection of Personal Information

Part 6: Security Personnel Standards

Part 7: Contractor Performance Standards

Part 8: Administrative Specifications

Part 9: Uniform Requirements

Part 10: Material and Equipment Requirements

Part 11: Documentary Requirements

Part 12: Vehicle Requirements

Part 13: Deliverable Plans



ACRONYMS AND GLOSSARY OF TERMS

Security Services Provider

The Contractor.

Security personnel

Any person employed, or subcontracted, by the Contractor to perform the tasks related to the performance of this Contract. This includes the Operational Manager, Shift Supervisors, and Guard Personnel.

ATIP	Access to Information and Privacy
CBSA	Canada Border Services Agency
CIA	Calgary International Airport
EIA	Edmonton International Airport
EIOD	Enforcement and Intelligence Operations Division
IRB	Immigration and Refugee Board
IRPA	Immigration and Refugee Protection Act
RIA	Regina International Airport
SIA	Saskatoon/John G. Diefenbaker International Airport
POE	Port of Entry
WIA	Winnipeg James Armstrong Richardson International Airport



PART 1: BACKGROUND

1.1 CBSA Detention Program

Canada's *Immigration and Refugee Protection Act* (IRPA) stipulates who is inadmissible to Canada, including: security threats (espionage, subversion, terrorism, threat to Canadians etc.); human or international rights violators, and criminals (including organized crime). Under the *IRPA*, the Canada Border Services Agency (hereafter referred to as the CBSA) is empowered with the right to arrest, detain and remove permanent residents and foreign nationals who are found to be inadmissible to Canada. The CBSA also has the statutory obligation to remove individuals as soon as possible. The CBSA is the sole federal accountable immigration detention authority, and as such, is responsible for the care and control of immigration Detainees.

Detention is normally used at the beginning of the enforcement process when the identity of the person is not established or the person is believed to be a danger to the public and, at the end of the process when removal is imminent and the person is unlikely to appear for removal.

The CBSA's policy and guidelines are clear; if detention is required for immigration purposes, detention should be for the shortest time possible. Several factors must be considered when deciding to detain, including the availability and potential use of alternatives to detention when appropriate; allowing a person to be released under specific terms and conditions, such as deposits and guarantees; and, reporting requirements. When making detention decisions, CBSA officers are guided by the *IRPA* and its regulations, as well as by the CBSA's guidelines for its detention. Each decision must be assessed on its own merits, and CBSA officers must always consider the impact releasing someone into the community would have on the safety of Canadians.

Detention can occur when:

- a) A CBSA officer has reasonable grounds to believe that the person is inadmissible and:
 - i. could pose a danger to the public;
 - ii. is unlikely to appear for immigration proceedings (flight risk); or,
 - iii. their identity has not been established;
- b) A CBSA officer has reasonable grounds to suspect that the person is inadmissible for security reasons, violating human or international rights, serious criminality, criminality or organized criminality;
- c) It is necessary to complete the immigration examination; or
- d) A foreign national is designated as an irregular arrival by the Minister of Public Safety (16 years of age or older only).

All individuals subject to detention are entitled to a detention review, according to timelines specified within the *IRPA* and its regulations. These detention reviews are conducted by the Immigration and Refugee Board (IRB), an independent quasi-judicial body that makes determinations on immigration related matters. In addition to detention reviews, most Detainees will be subject to immigration hearing procedures that are undertaken to rectify their immigration status within Canada. These hearings are also undertaken by the IRB, independent of the CBSA.

For more information, please see the Detention Fact Sheet: <http://www.cbsa-asfc.gc.ca/security-securite/detent-eng.html>.



1.2 CBSA Removals Program

The CBSA has a statutory obligation under the *IRPA* to arrest, detain, and remove any foreign national who is inadmissible to Canada. Immigration removal is an integral part of the CBSA's security and public safety mandate.

Any foreign national who is inadmissible to Canada may be subject to an inadmissibility report, written by either a Border Services Officer at a Port of Entry (POE), or an Inland Enforcement Officer if the subject has entered Canada. Depending on the particular inadmissibility, a decision as to whether or not to issue a removal order will be made by a reviewing officer acting under the delegated authority of the Minister, or by the IRB. There are three types of removal orders: departure order, exclusion order, and a deportation order.

There are a number of requirements to be met prior to removal that are imbedded in the *IRPA*. For instance, all those subject to removal have the right to file an application for judicial review before the Federal Court, accompanied by a stay motion, throughout the process. Once domestic obstacles are overcome, there remain a number of additional factors that may impede progress on finalizing cases.

Immigration legislation states that those under an enforceable removal order must be removed as soon as possible. Once a person is removal ready, an interview is convened to ensure that a travel document is available. Travel arrangements are made and can be as simple as driving someone to the Canada-US border or as complicated as chartering a plane when a person cannot be removed by commercial airliner. Decisions are made on whether the person needs to be escorted and what routing to take. If the routing requires transit in a third country, the authorities in the transiting country need to be notified. Once removal arrangements have been made, the individual is ready for removal from Canada. All individuals who depart Canada voluntarily or who are removed must have their departure or removal confirmed by a delegated official under the *IRPA*. In many cases, this delegated authority has been passed on to security personnel contracted to the CBSA who perform the function of departure confirmation. A departure is confirmed once the individual has boarded the plane, and the official watches the plane depart the gate; or once the individual has entered the US through a land border. In both instances, the departure is acknowledged officially on the appropriate form by the security personnel, signed and dated and submitted to a CBSA officer for processing. Further information on Confirmation of Departure is found in Part 2, Section 2.3 "Departure Verification".

1.3 CBSA Clientele

The CBSA categorizes clientele as detained or released. The CBSA may only detain individuals where there is a legislative ground to do so, as defined above. Individuals who do not require detention, are released from CBSA custody into the general population, and may be required to report back to the CBSA at a future date for their subsequent removal (where legislatively warranted). The Contractor will be liaising with individuals that fall under both the detained and released category, depending on the function/task being undertaken.

PART 2: GENERAL REQUIREMENTS

2.1 Requirement

The CBSA requires the provision of security personnel and transportation services in the Prairie Region. It is a requirement that the Contractor ensures that its security personnel meet the standards outlined in this Statement of Work.



Location of main services:

- a) Edmonton, Alberta
- b) Calgary, Alberta

Other locations as and when required:

- a) Winnipeg, Manitoba
- b) Regina, Saskatchewan
- c) Saskatoon, Saskatchewan

The CBSA will provide work space at the CBSA's Enforcement and Intelligence Operations Division (EIOD), located at 10345 104th Street, Edmonton, AB, for use of the Contractor's Operational Manager. Work space for personnel will also be provided at the Harry Hays building, located at 220 4th Avenue SE, Calgary, AB. It will be the responsibility of the Contractor to equip this office and retain and pay for any necessary supplies and services (i.e., phone) to enable the Operational Manager to perform their duties. The Contractor will not be responsible to pay for any utilities or other services that may be included in the cost paid for by the landlord nor will the Contractor be responsible to pay for any costs associated with work required to run cables to this office (i.e., any work behind walls). The security personnel will be granted (as appropriate) limited access to CBSA computer systems, which include email and access to a shared network drive. No other access to computer systems or networks will be provided, unless otherwise approved by the CBSA Project Authority.

The general requirement for the provisions of services for this Contract is broken down as the following:

- Transportation (Part 2, Section 2.2)
- Departure Verification (Part 2, Section 2.3)
- Cell Block Monitoring (Part 2, Section 2.4)

2.2 Transportation

The Contractor must manage and provide for the safe and secure transportation of Detainees and their personal effects within the Prairie Region, more specifically Edmonton, Calgary, Winnipeg, Saskatoon and Regina. This will include transportation to and from Provincial or Federal detention facilities and other institutions, CBSA offices, medical facilities and hospitals, embassies or consulates, police stations or detachments, POEs including international airports, land border points, IRB sites, or other destinations as required.

- a) The Contractor must provide two (2) security personnel, one (1) of whom will be the driver, when transporting any Detainee. Depending upon the CBSA's risk assessment of the Detainee's behaviour, criminal profile and past history, this minimum may be adjusted and additional security personnel may be required. Risk assessment and ratios will be developed by the CBSA in consultation with the Contractor and communicated on a case by case basis. Transport may occur on Federal or Provincial statutory holidays, or at other times as deemed required by the CBSA. The Contractor must ensure that adequate security personnel coverage is provided for all sites as defined in this Statement of Work.
- b) Inter-provincial transport of Detainees and their belongings may be required by the CBSA at any time.
- c) Security personnel performing transportation work must be fully trained and certified as required in all aspects of the operations, and meet the training requirements articulated in Part 4 "Training Requirements".



- d) The Contractor must provide vehicles to transport persons of all ages and physical limitations, including the movement of baggage or personal effects. Vehicle specifications are articulated in Part 12, Section 12.2 "Transport Specific Standards".
- e) The Contractor must provide properly equipped vehicles that will be used to transport Detainees as specified in Part 12, Section 12.2 "Transport Specific Standards". Further, the Contractor is responsible for maintaining electronic records to cover such items as transportation logs, gas receipts, meals, vehicle maintenance, time sheets, etc.
- f) All security personnel must hold, at a minimum, a valid driver's license enabling them to drive in the three (3) provinces where services are required (Alberta, Saskatchewan, and Manitoba), as further defined in Part 6, Section 6.2 "Licenses".
- g) At no time are female, male and family Detainees to be co-mingled in the same vehicle for transportation (with the exception that family members may be co-mingled with other family members).
- h) Additional security personnel must be available to provide on-site backup in Calgary, AB and Edmonton, AB within twenty-four (24) hours' notice, consistent with Part 8, Sections 8.3 and 8.5.6.
- i) The security personnel must perform documentation delivery as per CBSA Procedures and Protocols.

2.3 Departure Verification

The Contractor must provide departure verification services for detained and released (non-detained) individuals within the Prairie Region, more specifically Edmonton, Calgary, Winnipeg, Saskatoon and Regina. Departure verification of persons detained and released will be governed by procedures and protocols established by the CBSA and provided to the Contractor.

2.3.1 Detained Departure Verification

- a) Unless otherwise instructed by the CBSA, two (2) security personnel, one (1) of whom will be the driver, must pick up a Detainee from a detention or jail facility, CBSA office, or other location and transport them to an International Airport, land POE or any other location designated by the CBSA, for removal. The Detainee, along with their personal effects, must be checked in by the security personnel. After accompanying the Detainee through airport security screening, the security personnel must confirm the Detainee's departure from Canada.
- b) The security personnel must maintain full custody, care and control of the Detainee and their belongings while in transit to an international airport or land POE to a point of departure verification. If the departure is aborted, the Contractor or security personnel must advise the CBSA immediately and transport the Detainee and their personal belongings back to the detention facility or other location, as directed by the CBSA.
- c) The security personnel must retrieve, store, transport and transfer all baggage, personal belongings and valuables including any money belonging to the Detainee, until such time as that Detainee has departed Canada.
- d) A signature is required by both the Detainee and security personnel as witness for valuables received, returned and transferred. The transfer of such items must be shown on the appropriate tracking and log sheet. This log must be provided to the CBSA when requested and must be included in the Detainee file which will be turned over to the CBSA.



- e) Departure is verified once the individual has been placed on the respective flight and the plane has left the gate, or if the Detainee has been driven to the Canada-U.S. border and was legally admitted to the U.S. The prescribed Confirmation of Departure form must be initialed by the security personnel and name printed, indicating that departure has been confirmed by the Contractor (as opposed to a CBSA official).
- f) The security personnel must notify the identified CBSA Officer via the communication method identified by the CBSA as well as turn over the Confirmation of Departure form to the CBSA.
- g) If a departure is cancelled, the security personnel must complete appropriate documentation as specified by the CBSA, and notify CBSA officials within prescribed timelines as defined within CBSA Procedures and Protocols.
- h) Additional security personnel must be available to provide on-site backup in Calgary, AB and Edmonton, AB within 24 hours' notice, consistent with Part 8, Sections 8.3 and 8.5.6.

2.3.2 Released Departure Verification

- a) Released departure verification must involve at least one (1) security personnel meeting a non-detained CBSA client at an international airport or other designated location, and verifying departure in the same fashion as in Part 2, Section 2.3.1 "Detained Departure Verification".
- b) Departure is verified once the individual has been placed on the respective flight and the plane has left the gate, or if the client has been driven to the Canada-U.S. border and was legally admitted to the U.S. The prescribed Confirmation of Departure form must be initialed by the security personnel and name printed, indicating that departure has been confirmed by the Contractor (as opposed to a CBSA official).
- c) The security personnel must notify the identified CBSA Officer via the communication method identified by the CBSA as well as turn over the Confirmation of Departure form to the CBSA.
- d) If a departure is cancelled, the security personnel must complete appropriate documentation as specified by the CBSA, and notify CBSA officials within prescribed timelines as defined within CBSA Procedures and Protocols.
- e) Additional security personnel must be available to provide on-site backup in Calgary, AB and Edmonton, AB within 24 hours' notice, consistent with Part 8, Sections 8.3 and 8.5.6. The CBSA must grant prior approval for overtime or the addition of security personnel.

2.4 Cell Block Monitoring

The Contractor will be responsible for providing cell block monitoring services for detained individuals at the Edmonton Enforcement and Intelligence Operations and Calgary Enforcement and Intelligence Operations cell block sites. Cell block Detainee monitoring will be governed by procedures and protocols established by the CBSA and provided to the Contractor.

2.5 Operational Direction

Operational direction, if required by Contractor personnel, will be provided by the Manager, Regional Programs to the Contractor's Operational Manager. In cases where the Manager, Regional Programs (Detention Operations) is not available he or she will delegate and identify another CBSA manager, supervisor or officer to provide operational direction to the Contractor's operational manager.



PART 3: SECURITY PERSONNEL DUTIES and REQUIREMENTS

3.1. Security Personnel Duties

3.1.1 Operational Manager

The Contractor must provide an Operational Manager who will serve as the main day-to-day point of contact for the CBSA.

The Operational Manager, or delegate, must be available to work at the CBSA Enforcement and Intelligence Operations Division (EIOD) located in Edmonton, AB between the core hours of 08:00 and 16:00 Monday to Friday, in eight (8) hour shifts. The Operational Manager's main responsibilities are to manage security personnel in Calgary, Edmonton, Regina, Saskatoon, and Winnipeg, as required.

Additionally, the Operational Manager is responsible for all general security operations. His or her duties include but are not limited to:

- a) Contract monitoring, including but not limited to ensuring security personnel requirements are met, that CBSA Procedures and Protocols are being adhered to;
- b) Resolving issues including the written documentation of such issues, and escalating unresolved issues to the attention of the CBSA;
- c) Organizing and arranging for training of all security personnel, including the delivery of such training where appropriate;
- d) Scheduling of security personnel or ad-hoc security personnel;
- e) Monitor Detainees in custody, as required;
- f) Performance monitoring and performance management of security personnel. Ensuring all security personnel have formalized performance management plans in place with specific roles and expectations;
- g) Invoicing;
- h) Investigation, documentation and report of incidents related to security personnel, and the escalation of such to the CBSA;
- i) Attending meetings with the CBSA, as required;
- j) Arranging long distance and special Detainee transports;
- k) Ensuring emergency management obligations are met;
- l) Supervise all locations of work and perform offsite quality checks;
- m) Conduct shift briefings, as required, to advise security personnel of daily occurrences;
- n) Conducting monthly management meetings with security personnel;
- o) Providing to the CBSA an updated list of all security personnel employed and their hours of work, as required;
- p) Providing to the CBSA an updated list of new, replacement and former security personnel, as required, to ensure that the appropriate CBSA security clearance has been issued or cancelled;
- q) Keeping accurate and up to date records for all security personnel, their experience, skills, all test scores, training courses taken, or still required, certifications, drivers' licenses and copies of security licenses;
- r) Maintaining up to date records of all individuals' performance appraisals and incident reports; and,
- s) Ensuring that all security personnel meet and continue to meet all of the standards and requirements of this Contract, and will replace any security personnel that does not meet said requirements and advise the CBSA accordingly.

3.1.2 Shift Supervisors

For the Edmonton and Calgary locations there must be a Shift Supervisor available Monday to Friday on each of the following shifts: 05:00 to 13:00 and 12:00 to 20:00. Hours for shifts are subject to change, as per CBSA operational requirements.

The four (4) Shift Supervisor duties include but are not limited to the following:

- a) Supervising all security personnel on duty, whether they are providing for the care and control of Detainees, conducting transports, or verifying departure;



- b) Ensuring incident reports are completed and forwarded to the CBSA within 24 hours of an occurrence;
- c) Ensuring all security personnel comply with Post Orders, policies and procedures;
- d) Ensuring all security personnel are up to date with any new issues or situations by debriefing them and handing out procedures or instructions 15 minutes before each shift, as required;
- e) Ensuring the accurate and timely completion of all forms, reports and paperwork required by the CBSA, in accordance with the Post Orders;
- f) Ensuring initial and ongoing on-site training of new personnel;
- g) Identifying training concerns to the Operational Manager;
- h) Ensuring that all personnel understand and follow the Fire and Evacuation Plan;
- i) Providing continual reviews with personnel on Post Orders;
- j) Establishing employee goals and conducting performance reviews in conjunction with the Operational Manager;
- k) Operational supervision of personnel on duty;
- l) Performing off-site quality checks of personnel conducting Transport and Departure Verification, as requested by the Operational Manager;
- m) Providing support and assistance to other Shift Supervisors, as needed;
- n) Communicating with the CBSA and the Operational Manager, suggesting reforms to current processes, where appropriate;
- o) Performing and applying disciplinary action immediately when there is a deficiency or obvious performance issue with one of the security personnel;
- p) Keeping an up to date inventory of first-aid kits and contents (in vehicles);
- q) Acting as back-up for the Operational Manager, as required; and,
- r) Other related duties as required.

3.1.3 Security Personnel

The Contractor must provide security personnel as per the requirements listed Part 3, Section 3.2 "Location and Services".

The security personnel duties include, but are not limited to, the following:

- a) Comply with and apply all CBSA Procedures and Protocols relating to this Contract;
- b) Follow evacuation procedures in the event of a fire or emergency at a CBSA office;
- c) Use CBSA approved search methods, as defined in the CBSA Procedures and Protocols;
- d) Complete various reports and forms as required by the CBSA;
- e) Ensure the safe and secure control and custody of adult men and women, children and infants in all of the work sites (including cell blocks) and at other locations (e.g., hospitals, hearings, etc.), as appropriate;
- f) Be familiar with CBSA approved use of force principles and methods of taking action, and how they relate to duties, and the use of techniques to control and handle Detainees;
- g) Correctly use and apply CBSA approved restraining devices and equipment;
- h) Immediately report any major incidents, such as injuries, escapes, emergencies, security breaches, use of force, breakage of or damage to CBSA property or equipment, and any other incident involving a Detainee;
- i) Draft an incident report and send it to the Operational Manager before the end of the shift in which the incident occurred;
- j) Administer first-aid and cardiopulmonary resuscitation (CPR) to Detainees, as required. This includes the use of Automatic External Defibrillators (AED) where appropriate;
- k) Identify Detainee's property before taking charge of it;
- l) Keep Detainees' property and belongings secure;
- m) Search Detainee and luggage in accordance with CBSA Procedures and Protocols;
- n) Transport luggage and personal effects, when required;



- o) Carry out a pre-trip search of the vehicle to ensure that all equipment is on board, as required in CBSA Procedures and Protocols;
- p) Obtain Detainee fingerprints and photographs as per CBSA Procedures and Protocols;
- q) Ensure the control and safe custody of Detainees during their transport (secure locking of the cage of the vehicle; compliance with the Motor Vehicle Act of AB, MB or SK) to their end destination;
- r) Escort Detainees between the vehicle and end destination;
- s) Pick up Detainees at international airports or other locations. Where applicable, escort Detainees and their luggage through the airport until their arrival at the detention facility or other end location, as required;
- t) Provide escorted removal services through the airport until the Detainee has boarded a plane;
- u) Escort Detainees coming from or going to various Provincial and Federal institutions, police stations, courthouses, IRB offices, hospitals, consular offices or embassies to their end destination;
- v) Perform a search of the transport vehicle immediately before and after conducting a transport of Detainee;
- w) Confirm departure of a person and plane as part of the departure verification procedure;
- x) Complete any necessary paperwork as required by the CBSA; and,
- y) Other related duties, as required.

3.2 Location and Services

Gender ratio and site specific mandatory resourcing levels must be met by the Contractor at all times.

1. *Edmonton, Alberta*

Shifts at the Edmonton Enforcement and Intelligence Operations cell block site are from 05:00 – 13:00, 09:00 – 17:00, and 12:00 – 20:00 Monday to Friday. The CBSA requires three (3) teams of two (2) security personnel to conduct detainee transports: one (1) team would work 05:00 – 13:00 and would be composed of a Shift Supervisor and a guard personnel, one (1) team would work 08:00 – 16:00 and would be composed of two (2) guard personnel (one (1) of which must be female), and one (1) team would work 12:00 – 20:00 and would be composed of a Shift Supervisor and a guard personnel.

While transportation requirements are normally planned in advance, requirements may change with minimal notice. Emergencies or other situations, whether foreseen or not, may necessitate the call by the CBSA for additional security personnel and vehicles. The Contractor must be able to provide the required number of security personnel within 24 hours as specified in Part 8, Section 8.3 “Back-Up Support” and Section 8.5.6 “Unexpected Additional Security Personnel Requirements”.

Regardless of breaks, leave, transport, departure verifications and/or any other assigned duties, the cell block site must be staffed at all times when it is in use with a minimum of one (1) security personnel/Operational Manager.

In addition to transportation of Detainees to various locations, transportation crews must pick-up and deliver CBSA documentation, luggage and personal belongings of Detainees, as directed by the CBSA.

The Contractor must provide one (1) passenger van that can hold up to four (4) Detainees and two (2) vehicles with split-cage partitions that can hold up to two (2) Detainees in each, subject to CBSA approval. Although all transports to and from the Edmonton Enforcement and Intelligence Operations cell block site will occur in a secured area of the facility, parking for all Contractor vehicles is reserved in the public parkade.



2. *Calgary, Alberta*

Shifts at the Calgary Enforcement and Intelligence Operations cell block site are from 05:00 – 13:00, 09:00 – 17:00, and 12:00 – 20:00 Monday to Friday. The CBSA requires three (3) teams of two (2) security personnel to conduct detainee transports: one (1) team would work 05:00 – 13:00 and would be composed of a Shift Supervisor and a guard personnel, one (1) team would work 08:00 – 16:00 and would be composed of two (2) guard personnel (one (1) of which must be female), and one (1) team would work 12:00 – 20:00 and would be composed of a Shift Supervisor and a guard personnel.

While transportation requirements are normally planned in advance, requirements may change with minimal notice. Emergencies or other situations, whether foreseen or not, may necessitate the call by the CBSA for additional security personnel and vehicles. The Contractor must be flexible and be able to provide the required number of security personnel within 24 hours as specified in Part 8, Section 8.3 “Back-Up Support” and Section 8.5.6 “Unexpected Additional Security Personnel Requirements”.

Regardless of breaks, leave, transport, departure verifications and/or any other assigned duties, the cell block site must be staffed at all times with a minimum of one (1) security personnel.

In addition to transportation of Detainees to various locations, transportation crews must pick-up and deliver CBSA documentation, luggage and personal belongings of Detainees, as directed by the CBSA.

The Contractor must provide one (1) passenger van that can hold up to four (4) Detainees and two (2) vehicles with split-cage partitions that can hold up to two (2) Detainees in each, subject to CBSA approval. Although all transports to and from the Calgary Enforcement and Intelligence Operations site will occur in a secured area of the facility, parking for all Contractor vehicles is reserved in the public parkade.

Role	Responsibility	Total Guards	Total Manager/Supervisors
Operational Manager	Entire Operation	-	1
Shift Supervisor	Shift Supervision/Care and Control/Transport/Departure Verification	-	4
Guard (care and control/transportation/departure verification)	Care and Control/Transport/Departure Verification	8	-
TOTALS		8	5

Additional Locations (Task Authorization)

The following locations will be managed on an as required basis by using the task authorization process described under 7.1.1 of the contract.

3. *Winnipeg, Manitoba*

Detainee transportation within the Winnipeg, MB district will be conducted on an as required basis. The CBSA will provide the Contractor with a minimum of 24 hours’ notice for all transports. Transportation crews must be made up of at least one (1) female security personnel where it is known that the Detainee to be transported is a female. In addition to transportation of Detainees to various locations, transportation crews must pick-up and deliver CBSA documentation, luggage and personal belongings of Detainees, as



directed by the CBSA. The Contractor must provide one (1) passenger van that can hold up to four (4) detainees, subject to CBSA approval.

While transportation requirements are normally planned in advance, requirements may change with minimal notice. Emergencies or other situations, whether foreseen or not, may necessitate the call by the CBSA for additional transportation crew, and as a result, the Contractor should maintain a pool of pre-qualified security personnel to meet these requirements.

4. Saskatoon, Saskatchewan

Detainee transportation within the Saskatoon, SK district, and throughout the province of Saskatchewan, will be conducted on an as required basis. The CBSA will provide the Contractor with a minimum of 24 hours' notice for all transports. Transportation crews must be made up of at least one (1) female security personnel where it is known that the Detainee to be transported is a female. In addition to transportation of Detainees to various locations, transportation crews must pick-up and deliver CBSA documentation, luggage and personal belongings of Detainees, as directed by the CBSA. The Contractor must provide one (1) passenger van that can hold up to four (4) detainees, subject to CBSA approval.

While transportation requirements are normally planned in advance, requirements may change with minimal notice. Emergencies or other situations, whether foreseen or not, may necessitate the call by the CBSA for additional transportation crew, and as a result, the Contractor should maintain a pool of pre-qualified security personnel to meet these requirements.

5. Regina, Saskatchewan

Detainee transportation within the Regina, SK district, and throughout the province of Saskatchewan, will be conducted on an as required basis. The CBSA will provide the Contractor with a minimum of 24 hours' notice for all transports. Transportation crews must be made up of at least one (1) female security personnel where it is known that the Detainee to be transported is a female. In addition to transportation of Detainees to various locations, transportation crews must pick-up and deliver CBSA documentation, luggage and personal belongings of Detainees, as directed by the CBSA. The Contractor must provide one (1) passenger van that can hold up to four (4) detainees, subject to CBSA approval.

While transportation requirements are normally planned in advance, requirements may change with minimal notice. Emergencies or other situations, whether foreseen or not, may necessitate the call by the CBSA for additional transportation crew, and as a result, the Contractor should maintain a pool of pre-qualified security personnel to meet these requirements.

PART 4: TRAINING REQUIREMENTS

4.1 General Training Standards & Requirements for All Security Personnel

All Contractor security personnel must have successfully completed the Training Program outlined in Appendix "B" of the National Standard of Canada for Security Guards and Security Guard Supervisors, CAN/CGSB-133.1-2008.

Under the Qualification Listing Program for Uniformed Security Guards and Supervisors, all security personnel must be trained and tested by an institute or agency listed with the Canadian General Standards Board (CGSB) for Phase 1 of the Qualification Listing Program or by a college that comes under the jurisdiction of a provincial Ministry of Education and whose curriculum meets the CGSB Standards for Security Guards and Supervisors. Where an institute or agency is used, the Contractor must submit to the CBSA the Phase 1 qualification number of the particular institute or agency. Where the services of a college as defined above are being used by the Contractor, the Contractor must provide to the CBSA a written certification that the college curriculum covers all elements of the following standard courses, as defined in CAN/CGSB-133.1-2008 – National Standard of Canada for Security Officers and Security Officer Supervisors:



- Basic Security Training (BST)
- Advanced Security Training (AST)

To be considered, the Contractor must provide evidence of successful completion of all aspects of this training for each security personnel proposed under this contract. The Contractor's security personnel will not be allowed to work at any CBSA facility or location without having successfully completed training to the standard required prior to commencement of employment.

4.2 Mandatory Training & Knowledge Prior to Service Commencement

Prior to beginning work at any CBSA site, all security personnel must be fully trained, and certified to meet training standards stated in Part 4, Section 4.2 "Mandatory Training & Knowledge Prior to Service Commencement".

All training and training material provided to security personnel by the Contractor, is subject to CBSA review and approval.

The Contractor must ensure that all their security personnel have completed a combination of both classroom and hands-on training to meet all training requirements.

4.2.1 First Aid and CPR Training with Automated External Defibrillator (AED)

All security personnel must have successfully completed training in standard Level 1 First Aid including CPR and the use of the AED.

Security personnel must be qualified by the St. John's Ambulance, Red Cross, or other recognized First Aid training institution or by a certified instructor as having successfully completed the Standard First Aid Training indicated above and are certified in administering first aid treatment as required. There must be no charge to the CBSA for this training. Training records and certificates of completion must be provided to the CBSA for each security personnel.

4.2.2 Use of Force and Subject Movement

The CBSA requires security personnel to complete a Use of Force and Subject Movement training program, which includes a segment on restraints (handcuffing and shackling). The CBSA reserves the right to identify a specific course that must be taken, or to identify the course content and objectives that must be covered for this course. Additionally, the CBSA reserves the right to audit any course at its request.

4.2.3 CBSA Procedures and Protocols

CBSA Procedures and Protocols outline the detailed operating procedures that have been put in place for each location. They must be followed at all times by all CBSA personnel, security personnel and Detainees. Instructions on how to undertake specific tasks and activities listed within this document are articulated. The Contractor must ensure that all security personnel understand and abide by the Procedures and Protocols. Upon contract award, the CBSA will provide the Contractor with copies of the CBSA Procedures and Protocols, Departure Verification procedures and other relevant procedures and guidelines, which outline the responsibilities and procedures to be followed by security personnel and the CBSA. The Contractor must ensure that security personnel receive training prior to their assignment at a particular site and, subsequently, follow the outlined procedures.

The Contractor will, at all times, adhere to and follow all CBSA Procedures and Protocols, instructions, directives, and policies, including amendments thereto, established and implemented by the CBSA. Security personnel are expected to be conversant with all CBSA Procedures and Protocols as last amended.



The CBSA has the right to amend, modify and/or re-issue CBSA Procedures and Protocols, directives, policies etc. as required and the Contractor's security personnel must respond accordingly to ensure their implementation.

4.3 Mandatory Training & Knowledge within the first Three (3) Months of Contract Award

Within the first three (3) months of Contract award, all security personnel must be fully trained and certified with the following training stated in Part 4, Sections 4.3.1 through 4.3.3, below.

All training and training material provided to security personnel by the Contractor, is subject to CBSA review and approval.

It is the responsibility of the Contractor to ensure that all security personnel have completed a combination of both classroom and hands-on training to meet all training requirements.

4.3.1 Cultural Sensitivity, Harassment and Diversity Training

The Contractor is responsible for ensuring that all security personnel have undergone formal training related to cultural sensitivity and diversity. The CBSA reserves the right to identify a specific course that must be taken, or to identify the course content and objectives that must be covered at any time. Additionally it reserves the right to audit any course at its request.

4.3.2 Prevention of Suicide and Self-Harm among Detainees

The Contractor is responsible for ensuring that all security personnel have undergone formal training related to mental health, indicators of mental distress, post-traumatic stress disorder, and suicide prevention training, etc. The CBSA reserves the right to identify a specific course that must be taken, or to identify the course content and objectives that must be covered at any time. Additionally the CBSA reserves the right to audit any course at its request.

4.3.3 CBSA Specific Training

The CBSA will provide the Contractor in the preparation and delivery of portions of any pre-assignment training that deals with the provisions of the *IRPA* and *Regulations, Access to Information and Privacy Act* (ATIP) and CBSA Orientation.

Livescan fingerprint certification and training will be provided by the CBSA, and it will be the responsibility of the Contractor to maintain active status for all tokens and other means of access, as per CBSA guidelines.

4.3.4 CBSA On-the-Job Training

In addition to the classroom and hands-on training provided by the Contractor and the CBSA, security personnel will receive 40 hours of on-the-job training prior to being eligible to perform duties on their own. Security personnel who are being field-trained are not to be considered for the purpose of meeting the mandatory resourcing levels for each site (Part 3, Section 3.2).

On-the-job field-training will include, but is not limited to:

- a) General orientation;
- b) Responding to emergency alarms, bomb threats, and suspect incendiary devices;
- c) Orientation and operation of security systems;
- d) Orientation and operation of fire equipment;
- e) Location and access to first aid supplies;
- f) Radio and communications systems;
- g) Dealing with power outages, evacuation procedures;
- h) Access control; and,
- i) Key control.



4.4 Training Summary

Prior to commencement of work on this Contract, or as otherwise authorized by the CBSA, all Contractor security personnel must be able to demonstrate the following:

- a) Have successfully completed First Aid and CPR Training with Automated External Defibrillator (AED) as per Part 4, Section 4.2.1;
- b) Have successfully completed Control and Defensive Techniques and Subject Movement training as per Part 4, Section 4.2.2;

Within the first three (3) months of work under this Contract, all security personnel must be able to demonstrate the following:

- a) Have attended training in cultural sensitivity, harassment and diversity;
- b) Have attended training in the Prevention of Suicide and Self-Harm among Detainees;
- c) Have attended training on the provisions of the *IRPA* and *Regulations*;
- d) Have attended training on the provisions of *Access to Information and Privacy Act* (ATIP);
- e) Have attended CBSA Orientation;
- f) Have been trained in the fingerprinting of persons, including the authorized-only use of the Livescan machine;
- g) Have been trained in and are aware of emergency protocols including fire, power outages, disruptive and violent behaviour and emergency evacuation procedures;
- h) Be able to conduct of cell searches and controlled searches of persons;
- i) Have read, understood, been trained in and are versed in the CBSA Procedure and Protocols, and other relevant CBSA policies and procedures including Detainee intake, risk assessment and release protocols;
- j) Be proficient in report writing and documentation, including but not limited to the completion of:
 - i. Note taking;
 - ii. Daily Occurrence Log;
 - iii. Cell Check Log;
 - iv. Vehicle Log
 - v. Detainee Record;
 - vi. Log of Medication Issued;
 - vii. Request for Meals;
 - viii. Meal Report; and
 - ix. Incident reports (escapes, illness, injuries, emergencies, missing or lost personal effects, etc.);
- k) Be able to maintain a client case file.

4.5 Ongoing Training

At the Contractor's expense, the Contractor must provide ongoing training to address any changes in procedures, up to a maximum of one (1) day (8 hours) per security personnel per year. This must include future courses or training sessions developed and/or determined by the CBSA to be required for security personnel.

4.6 Audit and Monitoring of Training

The Contractor agrees to allow representatives of the CBSA to participate, at no cost to the CBSA, as observers for any part of or for the full duration of any training offered by the Contractor, or any training used by the Contractor to meet CBSA requirements. This participation will enable the CBSA to evaluate the training program.

The Contractor must provide evidence to the CBSA of successful completion of all aspects of training for all security personnel for which the Contractor is responsible as outlined in this document. The Contractor



is responsible for providing the CBSA with proof of certification of training courses completed in hard copy format. The CBSA will maintain a file for each security personnel of the Contractor assigned to the CBSA under this Contract. The Contractor must ensure that the CBSA has the most up to date information on all security personnel.

The Contractor should provide additional training, free of charge to the CBSA, for security personnel who have demonstrated an inability to meet the expected standards on a consistent basis as determined by the Operational manager.

PART 5: DISCLOSURE OR COLLECTION OF PERSONAL INFORMATION

Sub-section 3(k) of the definition of *personal information* in the *Privacy Act* states that the name of the individual who is or was performing services under contract for a government institution is not personal information. As a result, the identities of security personnel working at CBSA facilities may be available to the public if a request is made.

All records created and/or information collected by the Contractor must not, at any time, be removed from CBSA facilities unless otherwise authorized and/or directed by the CBSA. The CBSA may audit the security protocols of the Contractor.

PART 6: SECURITY PERSONNEL STANDARDS

6.1 Code of Conduct

The Contractor and security personnel are expected to respect the spirit of the Values and Ethics Code for the Public Service and the Treasury Board of Canada Secretariat (TBS) Code of Conduct both on and off duty.

The Contractor will develop a Code of Ethics and Values that is consistent with the TBS and Public Service and ensure that all security personnel are familiar with the requirements of this policy.

The Contractor must have a policy in place whereby it requires its security personnel to disclose having a potential employment conflict of interest, which is defined as having private interests that could improperly influence the performance of his or her official duties and responsibilities, or which the individual uses for his or her personal gain. Some examples of such a conflict of interest include, but are not limited to the following: an individual working at a CBSA Enforcement and Intelligence Operations cell block site has family, relatives, friends or associates that are under enforcement action under *IRPA*, or has an application related to immigration status under *IRPA* such as a sponsorship or appeal to the IRB, or an application at the CBSA or Immigration, Refugees and Citizenship Canada (IRCC) office outside Canada or any other situation where a real or perceived conflict may arise. The Contractor must advise the CBSA of the method of disclosure it puts in place, and advise the CBSA of any disclosures so made to the Contractor.

The Contractor must inform the CBSA when security personnel are being investigated by the police or any relevant governing body, charged or is/has been detained, or is facing internal disciplinary action. Furthermore, in some instances where a CBSA client is subject to criminal proceedings, and has had previous interactions with Contractor security personnel, the Crown may require the Contractor to disclose personal information about the security personnel in order to prepare for court proceedings, and the security personnel may be required to testify.

All Contractor security personnel will be required to sign the "Non-Disclosure Agreement" as provided in Annex F.



6.2 Licenses

The Contractor must be licensed in Alberta, Canada by the Alberta Justice and Solicitor General and meet all the requirements of the Alberta Security Services and Investigators Act and the Alberta Security Services and Investigators Regulations. These records are to be provided to the CBSA, as per the terms of the Contract.

All security personnel working in Edmonton and Calgary must be licensed in accordance with the *Alberta Security Services and Investigators Act* and the *Alberta Security Services and Investigators Regulations*.

All security personnel working in Edmonton and Calgary must hold a valid Alberta Security Guard license in accordance with the *Alberta Security Services and Investigators Act*.

All security personnel involved in the delivery or supervision of security services in Alberta are subject to the *Alberta Security Services and Investigators Act* and the *Alberta Security Services and Investigators Act Regulations*.

All other security personnel must be licensed in accordance with the province where services are required.

The Contractor must ensure all security personnel are in full compliance with applicable licensing and other legislative or regulatory requirements of those Acts at all times throughout the Contract. The appropriate prescribed license or identification card must be in their possession at all times when on duty and must be provided for inspection at the request of any person in the course of security duties.

All security personnel are to hold a fully-graduated valid Canadian driver's license allowing them to legally drive in the three (3) provinces where services are being delivered. The driver's license must be the correct one for the vehicle being driven.

6.3 Citizenship

All security personnel must be Canadian citizens or permanent residents.

6.4 Education

All security personnel must demonstrate successful completion of secondary school education in Canada or a Canadian equivalent (i.e., General Education Development, GED).

6.5 Language Ability and Testing

The Contractor must ensure that all their security personnel meet the following English language requirements:

6.5.1 Oral Interaction

The security personnel must be able to carry on an informal conversation on concrete topics, and paraphrase when they cannot think of a certain word. They can ask and answer simple questions, and give simple instructions and directives in routine work-related situations. The security personnel may make mistakes in some minor grammar, pronunciation, fluency and vocabulary.

6.5.2 Written Comprehension

The security personnel must be able to understand most descriptive or factual material on work-related topics. They can clearly understand simple text and grasp and maintain the idea of text in use. They can also understand the main points in more complex tests, in order to carry out routine work related tasks.



6.5.3 Written Expression

The security personnel must be able to write short descriptive and factual text as part of their work duties. Grammar, vocabulary, and spelling mistakes are acceptable as long as the message is clear, concise and understandable.

6.6 Certification of Health

All security personnel must be in a state of health consistent with the ability to perform the required safety and security tasks and derivative capacities the job entails. They should, at a minimum, meet the standards outlined in Clauses 4.1 through 4.2.6 of CAN/CGSB-133.1-2008 National Standard of Canada for Security Guards and Security Guard Supervisors. Due to the nature of this work, there is a risk of exposure to Hepatitis A and B, as well as Tuberculosis (TB), among other pathogens. The Contractor must advise their security personnel of the risk of such exposure and it is recommended that security personnel consult their family physician prior to commencement of this work. If TB testing and/or Hepatitis A and B inoculations are recommended by the physician, they should be administered at no cost to the CBSA. <https://www.scc.ca/en/standardsdb/standards/23815>

PART 7: CONTRACTOR PERFORMANCE STANDARDS

The Contractor must agree with the following:

7.1 Overfill

Overfills occur when the Contractor supplies too many security personnel, or security personnel for longer periods than required, or at a higher level than required. The CBSA will pay only for the services required.

7.2. Shortfills and Shortfalls

Shortfills occur when the Contractor supplies unqualified security personnel. The CBSA reserves the right to refuse security personnel that are not qualified as per the requirements of the contract.

Shortfalls occur when the required security personnel are not supplied at a work site or to conduct transports. CBSA will pay only for time actually worked.

Overtime rates will not be paid by the CBSA to allow the Contractor to compensate for shortage of security personnel. The Contractor is responsible for providing the adequate number of security personnel at all times, and will be accountable for any overtime costs incurred in order to achieve this. Under no circumstances, may the Contractor provide non-security screened security personnel.

The CBSA further reserves the right to seek reimbursement from the Contractor for the replacement of security personnel not provided, where appropriate. The Contractor must ensure that the minimum requirements for resourcing compliments are met at all times (Part 3, Security Personnel Duties and Requirements).

7.3 Security Personnel Turnover

"Turnover" is the number of security personnel or managers hired to replace those leaving or dropped from the Contractor's work force. The Contractor must ensure that the hiring practices and selection standards are done in a way that encourages the establishment of a suitable, reliable and stable work force.

"Turnover rate" is the ratio of those hired replacements (expressed in percentage) to the base number of security personnel declared by the CBSA as the work force necessary to meet CBSA's requirement and is calculated on an annual basis.



Acceptable turnover is defined as follows:

70% of the annual base number of the Contractor's security personnel established has not been replaced. Should turnover at a particular work site exceed 30% over a three-month period at any CBSA location, this will be considered unacceptable and may be cause for the termination of the Contractor's service at a particular work site.

The following turnover exclusions apply:

1. Long term sickness or death of a security personnel / manager;
2. Long term, large scale decrease in CBSA's requirement;
3. Maternity leave; and,
4. Promotion.

PART 8: ADMINISTRATIVE SPECIFICATIONS

8.1 Work Space

Suitable work space will be provided by the CBSA for the efficient functioning of the security personnel in both the Calgary, AB and Edmonton, AB work sites. This space will include access to phone line, fax line and radios or other wireless communications devices, computers and printers, internet (if required) and e-mail paid for and operated by the CBSA. All items must satisfy CBSA security standards.

8.2 Contractor's Management Representative

Prior to the start date of the Contract, the Contractor must submit in writing to CBSA the name of one (1) management representative who is authorized to act for the Contractor in every detail at all times. This person must be made available, at no extra cost to the CBSA, for impromptu meetings at CBSA's office within one (1) business days' notice, and also for regularly scheduled meetings upon the request of the CBSA. This person may or may not be the Operational Manager.

8.3 Back-Up Support

The Contractor must provide properly trained, security cleared, back-up support for illness, holidays or other absences to ensure there is no break in service.

When back-up support is required, the Contractor must provide it within 24 hours.

The Contractor must expect that occasionally, emergencies or other unforeseen situations or pre-planned special projects may require additional security personnel beyond the level of the base number. It is the CBSA's expectation and a requirement of this Contract that the Contractor be prepared at all times to provide additional security personnel above and beyond the regular complement to cover any of these extra responsibilities.

8.4 Inspection and Enforcement of Performance

CBSA reserves the right to regularly conduct on-the-job inspections to determine the overall quality of the Contractor's performance and the effectiveness of training.

CBSA reserves the right to periodically conduct tests of the response provided by the security personnel to simulations of emergency situations, (e.g., bomb threat, fire alarm, emergency evacuation, etc.), and to audit the security personnel complement for security clearances, training required, or suitability for employment as outlined in other areas of the Contract.



The following inspections, tests and enforcement measures will periodically be carried out by the CBSA:

1. Work performance inspection on work site;
2. deportment inspection on work site;
3. Measurement of security personnel identification, qualifications, training, turnover rates, shortfills, shortfalls, etc.
4. Testing of security personnel response to an emergency situation, through drills and other simulations; and
5. Site inspections to verify that CBSA Procedures and Protocols are being followed and other inspections for irregularities in operational management, as required.

All security personnel may be contacted by CBSA to ensure they understand their duties. During these inspections, security personnel will identify themselves by:

1. Name; and
2. Guard licence number, if applicable.

Security personnel must answer pertinent questions based on CBSA Procedures and Protocols or other formal CBSA policies and their training experience.

The CBSA will immediately alert the Contractor of any critical deficiencies found by CBSA officials as a result of the above noted inspections or tests, and the Contractor must take immediate remedial action to correct these deficiencies to CBSA's satisfaction within 48 hours.

Regular meetings with management representatives of the Contractor and the CBSA will be held at the discretion of the CBSA, to discuss the Contractor's performance and proposed remedial action to correct identified deficiencies.

8.5 Ordering Security Personnel Requirement

8.5.1 Security Personnel Documentation

Security personnel documentation must be submitted to the CBSA for all new security personnel assigned to work under this contract. New security personnel are not to be assigned to a work site or work region until the security personnel documentation has been received and accepted by the CBSA. Changes to the security personnel documentation, including promotion and date struck off strength, are to be updated continuously as per the Guard Nominal Roll Form. These must be saved on the appropriate location within CBSA's information technology system.

8.5.2 Ordering Additional Security Personnel Requirement

The CBSA will advise the Contractor of the detailed staffing requirements for each work site and work region at least 72 hours before the service is required.

8.5.3 Base Security Personnel Complement

The base complement is the number of security personnel identified by the Contractor and agreed to by the CBSA, as the work force necessary to meet the CBSA's base security personnel requirement.

8.5.4 Change of Requirements

Within prescribed notice times shown in Section 8.5.5 below, the CBSA reserves the right to:

- a) increase or decrease the number of hours or timing of requirements at any location;
- b) alter the security personnel category at any location; and/or
- c) add or decrease service at new or existing locations

8.5.5 Amendments to Base Security Personnel Complement



Upon written notification by the CBSA, the Contractor must:

- a) Comply with any request to decrease service at any work site within 48 hours;
- b) Comply with any request to add or increase service at any work site within seven (7) calendar days.

Amendments to base security personnel complements may be temporary or permanent, as determined by the CBSA.

The CBSA agrees that any increase in the base security personnel requirement will not exceed that number provided for by the Contractor in their bid submission, without an amendment to the Contract.

This section does not cover unexpected security personnel requirements, as defined in Part 8, Section 8.5.6.

8.5.6 Unexpected Additional Security Personnel Requirements

As described herein, unforeseen operational requirements demand that the Contractor react to immediate, or near immediate, needs for additional security personnel. Some examples of these types of operational requirements include but are not necessarily limited to:

- a) medical transportation;
- b) care and custody of medical cases at area hospitals;
- c) POE transports;
- d) transports related to CBSA arrests.

In these types of cases, the Contractor is expected to fulfill the specific security personnel requirement with no reduction of the complement of security personnel at any of the work sites, by use of the attainment of additional security personnel, or by the use of double shifting or by any other means devised by the Contractor. In these instances, where the requirement is for six (6) security personnel or less, the Contractor must provide the security personnel within 24 hours of said request. Where the requirement is for seven (7) or more security personnel, the Contractor must provide the required security personnel complement within seventy-two (72) hours of said request.

8.6 Scheduling and Assigning Work

It is the Operational Manager's, or his or her delegate's, responsibility to schedule all work days and all work hours for their security personnel, which includes assigning them to work sites. A weekly work schedule must be provided to the CBSA the Friday prior to the commencement of the following work week, or as otherwise agreed to by the CBSA.

It is the responsibility of the Operational Manager, or his/her delegate, to consult with the CBSA to determine precise work requirements and to assign work Posts, schedule breaks and lunch, and provide for training requirements.

8.7 Lunch Breaks and Rest Periods

The CBSA requires a sufficient number of security personnel to fill all Posts and allow for relief person(s) during allocated breaks. Security personnel breaks must be scheduled around their daily tasks so that breaks do not impede on a transport or guarding of a Detainee. The Operational Manager must arrange for breaks to be taken by security personnel in such a way that their duties are always covered by security personnel already on site, while ensuring the minimum base requirement at each work site is met.

All security personnel must remain onsite and be available to report back to work during lunch breaks and rest periods in the event they may be called back to work to assist in an emergency situation (e.g., fire alert, riot, etc.). The CBSA agrees to pay for scheduled lunch breaks and rest periods.



8.8 Statutory Holidays

There are ten (10) recognized statutory holidays for which the Contractor may bill the CBSA at the statutory holiday rate for security personnel working at sites that require coverage during these days. The Provincial statutory holiday (in February), is not considered a statutory holiday for the Federal Government, and all offices remain open. The Contractor must factor in sufficient security personnel to cover regular operations on this day.

8.9 Consistency of Assignments

The Contractor must make every effort to assign the same full-time security personnel to this Contract, at the same work sites and Posts, in order to maintain a work force that is dedicated and familiar with the work place and its particular requirements.

8.10 Time on Duty

Shifts for all security personnel, including any assigned and approved overtime, must not exceed thirteen (13) consecutive hours, and must have a minimum of eleven (11) hours between shifts.

PART 9: UNIFORM REQUIREMENTS

All uniforms must be provided by the Contractor. The prescribed uniform must be of the Contractor's regular design. All uniforms must be identical in design, color and "non-military" style (i.e., collared shirt and cargo pants).

Uniforms provided by the Contractor must be worn by all security personnel assigned to the Contract at all times while engaged in the performance of the services required. Security personnel will not be allowed at their work station unless they are wearing the authorized uniform.

Security personnel must wear an identification badge issued by the Contractor, denoting their position, name and number and this badge must be discernible on the uniform at all times. The identification badge should be attached to the soft body armour by Velcro. Identification badges must be worn to promote accountability.

While on duty, all security personnel must wear a uniform conforming to the following requirements:

- a) Readily distinguished from a public police force; and,
- b) Displays the company logo or name visibly on the back of the soft body armour.

All uniforms must be maintained, clean, and neat and must fit properly at all times. Worn, frayed, damaged or patched uniforms will not be accepted

It is agreed and understood that security personnel will be provided with uniforms in a satisfactory condition and subject to the acceptance of the CBSA. Failure to provide acceptable uniforms and ensure that they are maintained in a condition satisfactory to the CBSA may be considered grounds for the security personnel's removal from CBSA premises.

It is mandatory that soft body armour be worn by security personnel at all times. The Contractor must bear the cost of supplying the body armour to security personnel. All body armour must not have expired.



9.1 Appearance

The Contractor must ensure that all security personnel maintain a professional and high standard of appearance that reflects the spirit of the CBSA Uniform Policy and Standards of Appearance including but not limited to:

- a) Only the approved uniform is to be worn (see Part 9);
- b) Uniforms must be clean, well-fitted, pressed and in good repair;
- c) Head and facial hair must be neat, clean and well-groomed. Beards, moustaches and sideburns must be well groomed;
- d) Boots must be clean and presentable;
- e) Neatness in dress and personal appearance is required; and,
- f) Security personnel must be clean and devoid of foul or offensive odors.

9.2 Accoutrements

The uniform must include:

- a) Company logo;
- b) Identification badge, attached by Velcro;
- c) Footwear - Black, Canadian Standards Association's (CSA) Grade 1-approved boot with steel or composite toe protection, a puncture-proof, slip-resistant and electric shock-resistant steel sole plate, along with ankle protection of approximately 15 cm (6 inches);
- d) Duty Belt, able to accommodate the following: pair of handcuffs and case, keys, latex gloves and pouch, pair of Kevlar gloves, functional flashlight and batteries, and ear pieces and adapters compatible with the two-way radio.

9.3 Cargo Pant Lengths

Cargo pants must be full-length style, and must not be tucked into footwear. Pants must be hemmed at the middle of the boot counter and must not break over the boot front.

9.4 Use of CBSA Logo

The Contractor and security personnel are prohibited from using the CBSA logos, replicas of the CBSA badges, equipment or tools.

9.5 Accessories

- a) Caps (if part of the official uniform) must match and complement the type of uniform worn;
- b) If used, gloves, hats and neck gaiter must match and complement the type of uniform worn;
- c) A raincoat or winter coat may be worn, if necessary, and must match and complement the type of uniform worn (umbrellas are not allowed).

9.6 Attire Standards

Hair that is long enough to be below the shoulder must be neat, tied back and securely fastened so that it does not pose a health or safety risk. It is recommended that, where appropriate, hair should be tied back in a bun.

Discrete stud earrings of a conservative style may be worn, but not more than one earring per ear. Hoop earrings are not accepted. All other visible piercings are prohibited.



Nails must be cut short to ensure proper performance of handcuffing and other tasks related to the contract. Fingernail polish shall be a neutral colour only and nails shall be devoid of nail decorations to not detract attention from the uniform.

Visible tattoos must not be criminal, racist or xenophobic in nature.

PART 10: MATERIAL and EQUIPMENT REQUIREMENTS

10.1 CBSA Material

The CBSA will furnish the following:

- a) Work space and associated equipment necessary for the conduct of official business;
- b) Facilities (excluding lockers) for the security personnel's personal belongings;
- c) CBSA Procedures and Protocols, policies etc.;
- d) All required CBSA forms and reports;
- e) Reliable communication system for each security personnel;
- f) Personal safety equipment (mask, ear protectors, safety glasses), if required; and
- g) Any required CBSA security passes or access cards.

The above remains the property of CBSA, who will be responsible for all operating costs such as maintenance, batteries, back up equipment, etc.

The Contractor is responsible for costs associated with the repair and/or replacement of this equipment in the event of any loss or neglectful damage, including all costs associated with the replacement of lost or stolen access passes. The cost of normal maintenance, required as a result of ordinary wear and tear, will be borne by the CBSA. The equipment provided will be operational and in good order.

10.2 Contractor Material

The Contractor is responsible to furnish, and the CBSA reserves the right to approve the following:

- a) Reliable communication system that enables all vehicles on the road to contact each other, and/or the supervisor, at all times. The system will be used to convey instructions and/or to request assistance;
- b) Good quality handcuffs, leg irons, and transport belts in an amount required to meet operational requirements and that meet Canadian industry standards;
- c) Flashlights and batteries if required, batteries and bulbs for existing flashlights and lanterns. Batteries must be tested periodically; and,
- d) Vehicles and associated equipment as per specifications outlined in Part 12.

10.3 Property Accountability

All property furnished by the CBSA under this Contract must remain the property of the CBSA. Upon the end of the Contract, the Contractor must render an accounting of all such property which came into the Contractor's possession under this Contract and return same to the CBSA (except for general wear and tear). The Contractor must reimburse the CBSA for any lost, damaged or missing items.

10.4 Abuse of Telephones - Long-Distance Charges

The CBSA will not pay for any unauthorized telephone charges that security personnel incur while they are on government property or using government invoiced equipment. Any such charges will be billed to the Contractor.



PART 11: DOCUMENTARY REQUIREMENTS

11.1 Contractor Forms

11.1.1 The Contractor must supply the following forms:

The Contractor must make available to the CBSA standardized company forms which may be used in lieu of the below forms in order to separate or combine functions.

(a) Individual Security Personnel Documentation:

This form will be used to provide evidence to the CBSA of a security personnel's qualifications, category, etc. prior to assignment of the security personnel to a work site.

Copy 1 - to be forwarded to the CBSA.

(b) Security Personnel Nominal Roll:

This form will be used to provide the CBSA with the names, licence numbers, rank, work site assignment and status changes of security personnel being added to or deleted from the security personnel complement, due to being promoted or obtaining or requiring current training. This must be kept up to date at all times and saved on the shared network drive for easy access by the CBSA.

(c) Security Personnel Time Sheets:

The Contractor must submit monthly time sheets to the CBSA for each security personnel assigned to a CBSA work site during that month. The time sheets must clearly articulate the security personnel's name, work site location, date of work, hours of work, overtime etc. These time sheets will be used to verify and confirm invoicing. The CBSA reserves the right to audit time sheets at any time throughout this Contract.

11.1.2 The CBSA will supply the Contractor with the following form(s) to be used in daily operations:

The forms listed below are not meant to represent the full complement of forms to be used by security personnel in the administration of this Contract.

(a) Access Control Register:

This form will be used for access control to a building.

(b) Daily Occurrence Log:

This form will be used to identify significant incidents and performance indicators for either individual security personnel or a work site. In addition to instructions contained in Standing Orders, all major incidents (e.g., fire, theft, break-ins, significant property damage, injuries, medical emergencies, etc.) must be reported in accordance with established time standards. The Daily Occurrence Log must be initiated by the Operational Manager, immediately upon commencement of the shift. The log must then be completed chronologically, immediately following each occurrence or incident. Where the services at a Post require more than one (1) security personnel per shift and the Operational Manager is not present, the Daily Occurrence Log must be completed by the Shift Supervisor and must include the names of all security personnel on duty during the shift including their start and end times. The log must be submitted daily to the CBSA and is subject to audit.

PART 12: VEHICLE REQUIREMENT

12.1 Vehicles

The CBSA requires the provision of two (2) 7-passenger vans and four (4) 5-passenger vehicles to fulfill the requirements of this contract. One (1) van and two (2) vehicles are required in Edmonton, one (1) van and two (2) vehicles in Calgary, and one (1) vehicle must be available for use in each of Winnipeg, Regina, and Saskatoon.



12.2 Transport Specific Standards

Vehicles are to meet FMIS Class 20, GMV Spec. M50 requirements or current Canada Motor Vehicle Safety Act and Regulations specifications. Provisions must be made to increase this complement to deal with spikes in detention volume. Vehicles are to be properly maintained by the Contractor and are to meet all provincial safety standards. As a minimum, vehicles are to be specifically equipped with the following:

- a) Security screen partitions;
- b) Child proof locks;
- c) Tinted windows in the rear and on the sides;
- d) First-Aid Kit;
- e) Fire extinguisher;
- f) Mobile communication equipment operable throughout the province in which it is being used;
- g) Wire mesh installed around the windows; and
- h) Heat and air conditioning in the front and back of vehicle.

Passenger vans must have a 2.03 m (80 inches) height limitation, or otherwise be approved by the CBSA.

One (1) vehicle in each of Calgary and Edmonton must be outfitted with a split vehicle cage.

The installation of Global Positioning System (GPS) device is mandatory in each vehicle so that any vehicle can be tracked in real-time. The costs associated with the purchase and installation of GPS will be the Contractor's responsibility.

The continuing suitability of this equipment is required. The Contractor is required to replace or upgrade it at its own expense in case the equipment no longer functions.

The CBSA reserves the right to carry out an inspection of the vehicles as required to ensure all specifications are met. There are to be no identifying marks on the vehicle to identify it as a transport vehicle being used for CBSA purposes.

Security personnel are to be equipped with their own communication device for safety and security reasons to ensure two-way communications.

12.3 Fuel

The Contractor will be reimbursed the actual cost reasonably and properly incurred without profit for fuel used by the vehicles in the completion of any performance of work. Actual costs will be verified by the CBSA through proof of payment made by the Contractor for fuel purchased in conjunction with kilometers traveled as recorded in the motor vehicle log. Neither the Contractor nor the security personnel may benefit from reward programs associated with the purchase of fuel (e.g., Air Miles, Petro Points).

PART 13: DELIVERABLE PLANS

The Contractor representative and the Project authority will work together on the Business Process Plan consisting of the following parts, and will finalize the following parts within 30 days after contract award unless otherwise specified:

1. Training and Development - This section of the plan should address, at a minimum, how the Bidder will manage the following:
 - a. training at contract initiation ensuring that all personnel have the required training before starting their post;
 - b. ongoing training and development requirements;
 - c. training of new and replacement personnel;



- d. leadership development of new management replacements etc.
-
2. Incident Management and Review Process - In this section of the plan the Contractor should provide, at a minimum, the following:
 1. how the Contractor will identify and respond to daily security issues (troubleshooting) and what protocols will be established to ensure that they are brought to the attention of the CBSA immediately;
 2. what measures will be taken to correct security deficiencies;
 3. in the case of an incident occurring on-site, the Contractor is asked to describe the escalation procedures that it currently uses to ensure streamlined communications and minimal disruption to operations. Additionally, the Contractor is asked to articulate its internal incident review process where incidents involve possible personnel misconduct.



**ANNEX "B"
BASIS OF PAYMENT**

The Contractor will be paid firm all-inclusive rates as follows, for work performed in accordance with Annex A, Statement of Work. Customs duties are included and Applicable Taxes are extra. Canada will not pay for any costs related to staffing or personnel beyond that explicitly stated herein.

Payment will be based on actual hours worked.

B1 Contract Period

B1.1 Regular Rate Schedule

Position	All-inclusive Firm Hourly Rate
Operational Manager	\$/hr
Shift Supervisor	\$/hr
Security Personnel	\$/hr
Estimated total	\$

B1.2 Statutory Holiday Rate Schedule

Position and shift hours	Firm Hourly Rate
Operational Manager	\$/hr
Shift Supervisor	\$/hr
Security Personnel	\$/hr
Estimated total	\$

B1.3 Vehicles

Vehicle Type	vehicles required	Firm all-inclusive monthly rate
Fleet vehicle 7 passenger	2	\$ /month
Fleet vehicle 5 passenger	4	\$ /month
Estimated total		\$

B2 Option Period 1 – 4 months

B2.1 Regular Rate Schedule

Position and shift hours	Firm Hourly Rate
Operational Manager	\$/hr
Shift Supervisor	\$/hr
Security Personnel	\$/hr
Estimated total	\$



B2.2 Statutory Holiday Rate Schedule

Position and shift hours	Firm Hourly Rate
Operational Manager	\$/hr
Shift Supervisor	\$/hr
Security Personnel	\$/hr
Estimated total	\$

B2.3 Vehicles

Vehicle Type	# of vehicles required	# of months	Firm all-inclusive monthly rate
Fleet vehicle 7 passenger	2	4	\$ /month
Fleet vehicle 5 passenger	4	4	\$ /month
Estimated total			\$

B3 Option Period 2 – 4 months

B3.1 Regular Rate Schedule

Position and shift hours	Firm Hourly Rate
Operational Manager	\$/hr
Shift Supervisor	\$/hr
Security Personnel	\$/hr
Estimated total	\$

B3.2 Statutory Holiday Rate Schedule

Position and shift hours	Firm Hourly Rate
Operational Manager	\$/hr
Shift Supervisor	\$/hr
Security Personnel	\$/hr
Estimated total	\$

B3.3 Vehicles

Vehicle Type	# of vehicles required	# of months	Firm all-inclusive monthly rate
Fleet vehicle 7 passenger	2	4	\$ /month
Fleet vehicle 5 passenger	4	4	\$ /month
Estimated total			\$



ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST



Government of Canada / Gouvernement du Canada

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

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine: CBSA
2. Branch or Directorate / Direction générale ou Direction: Operations
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: Security guard services involving detention monitoring and transportation services of CBSA detainees interprovincially
5. a) Will the supplier require access to Controlled Goods? [X] No [] Yes
5. b) Will the supplier require access to unclassified military technical data... [X] No [] Yes
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? [] No [X] Yes
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? [] No [X] Yes
6. c) Is this a commercial courier or delivery requirement with no overnight storage? [X] No [] Yes
7. a) indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès
7. b) Release restrictions / Restrictions relatives à la diffusion
7. c) Level of information / Niveau d'information

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité: Unclassified





Government of Canada / Gouvernement du Canada

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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
If Yes, indicate the level of sensitivity.
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui

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

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

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

<input type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITE	<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 : CBSA Enhanced Reliability Required for all personnel.

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

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

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

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

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui

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<u>Unclassified</u>





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

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

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

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

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Government of Canada / Gouvernement du Canada

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

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Karen Wilmet	Manager	<i>[Signature]</i>	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
403-310-5842	403-242-6267	Karen.Wilmet@cbas.gc.ca	Sept 22/16
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
BILL PAOLINI	REGIONAL SECURITY MANAGER	<i>[Signature]</i>	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
204 903 3694	204 904 3114	BILL.PAOLINI@CSA-ASFC	July 10/16
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?			<input checked="" type="checkbox"/> No / Oui <input type="checkbox"/> Yes / Non
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Sophy Pruby	Team Lead	<i>[Signature]</i>	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
343 291-5725		Sophy.Pruby@cbas.gc.ca	9/22/16
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
Unclassified

Canada



ANNEX "D" **INSURANCE REQUIREMENTS**

E1 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 \$5,000,000 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.
 - l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.



- n) All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- o) Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
- p) Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.
- q) The Policy must be extended to cover food poisoning.

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.

- r) The Policy must be extended to cover food poisoning.

E2 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.
- e) OPCF/SEF/QEF #3 - Drive Government Automobiles Endorsement
- f) OPCF/SEF/QEF #6c - Public Passenger Vehicles Endorsement
- g) OPCF/SEF/QEF #6f - Public Passenger Vehicles - Combined Limits for Passengers and road liability Passenger Hazard/Bodily Injury Minimum Limits required:
8 to 12 Passengers: \$5,000,000
13 or more Passengers: \$8,000,000

E3 All Risk Property Insurance

The Contractor must obtain All Risks Property insurance while the Government Property is under its care, custody or control, and maintain it in force throughout the duration of the Contract, in an amount of not less than \$150,000.00. The Government's Property must be insured on an Actual Cash Value (depreciated cost) basis.

1. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
2. The All Risks Property insurance policy must include the following:
 - a) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority at least thirty (30) days written notice of policy cancellation.
 - b) Loss Payee: Canada as its interest may appear or as it may direct.
 - c) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Canada Border Services Canada and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

E4 Warehouseman's Legal Liability Insurance

1. The Contractor must obtain Warehouseman's Legal Liability Insurance coverage on Government Property, and maintain it in force while under its care, custody or control for storage, in an amount of not less than \$100,000.00. The Government's Property must be insured on a Replacement Cost (new) basis.
2. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to Government Property to ensure that claims are properly made and paid.
3. The following endorsements must be included:
 - a) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - b) Settlement of Claims: The insurance proceeds regarding any loss of or damage to Government Property must be payable to the appropriate party as directed by the Contracting Authority.
 - c) Loss Payee: Canada as its interest may appear or it may direct.
 - d) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Canada Border Services Agency and Public Works and Government Services Canada for any and all loss of or damage to the property however



caused.

E5 Comprehensive Crime Insurance

1. The Contractor must obtain Comprehensive Crime (Fidelity) insurance on a Blanket basis, and maintain it in force throughout the duration of the Contract period, in an amount as listed below:
 - a) Insuring Agreement 1: Employee Dishonesty (Form A) in an amount of not less than \$50,000.00 covering all employees of the Contractor. Such Fidelity Insurance must contain a "Third-Party Extension" or "Client Coverage" extending such coverage to Canada with respect to the risks associated with this agreement.
 - b) Agreement II/III: Money & Securities Loss Inside Premises/Outside Premises in an amount not less than \$50,000.00;
3. The Comprehensive Crime insurance must include the following:
 - a) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - b) Loss Payee: Canada as its interest may appear or as it may direct.

E6 Aviation Liability Insurance

1. The Contractor must obtain Aviation Liability Insurance for Bodily Injury (including passenger Bodily Injury) and Property Damage, 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 \$5,000,000 per accident or occurrence and in the annual aggregate.
2. The Aviation 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, represented by Public Works and Government Services Canada.
 - b) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - c) 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.
 - d) 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.
 - e) Employees and, where applicable, Volunteers must be included as Additional Insured.
 - f) Aviation Passenger Liability and inclusive Medical Payments: If sub-limits are applicable to Contractor's policy conforming to international carriage agreements or otherwise, such sub-limits must in any event be, not less than, \$300,000 per person. The per accident limit should be no less than \$300,000 multiplied by the number of passengers.
 - g) 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.



- h) Employers Liability (unless we have confirmation that all employees are covered by Worker's compensation WSIB or similar program)
- i) Airport Tenants' Legal Liability Broad Form: To protect the Contractor for liabilities arising from its occupancy of leased airport premises.



ANNEX "E" **COST RECOVERY- SURCHARGES**

The Parties agree that the following amounts are their best pre-estimate in the event of the loss to Canada in the event of a such failure, and that it is not intended to be, or is it to be construed as, a penalty. Nothing in this Annex is to be interpreted as limiting the rights and remedies which Canada or the Minister may otherwise be entitled to under the Contract.

F1 Deduction for Shortfills

In the event the Contractor fails to supply qualified personnel as specified in the Contract, the Contractor agrees to pay to CBSA as liquidated damages the sum of fifty dollars (\$50.00) per hour for each shortfill.

F2 Deduction for Shortfalls

In the event the Contractor fails to supply the required personnel within the time specified, as per Annex A, Statement of Work Section 3, article 3.2 or at the post or work site specified in the Contract, the Contractor agrees to pay to CBSA as liquidated damages the sum of fifty dollars (\$50.00) per hour for each shortfall.

F3 The Contractor also agrees to pay to CBSA as liquidated damages, the sum of twenty-five dollars (\$25.00) per hour (to cover administrative costs) for the following incidents:

- a) when the Contractor cannot find a security guard replacement; or
- b) when the security guard is late in reporting to a post or leaves the post early without relief (this will be prorated in fifteen (15) minute increments to cover periods of more or less than one (1) hour).

F4 Fleet Vehicles

In the event the Contractor is not able to provide a fleet vehicle as specific in Annex A, the Contractor agrees to pay to CBSA as liquidated damages the sum of one hundred dollars (\$100.00) per day.

F5 Missed Flights – Departure Verification

Where it has been determined by the CBSA that error, omission, or negligence on the part of the Contractor results in delaying or aborting an individual's removal, or that the scheduled departure cannot be properly verified, then the Contractor agrees to pay \$1500.00 per person where removal is delayed, or \$4,000.00 per person for any case where departure cannot be readily verified. This figure represents the partial cost to Canada to perform the necessary assessments, investigative efforts and re-initiate the removal of the individual.

F6 Missed Luggage, Personal Effects, Money, Valuables and Resolution of Claims

Any luggage, personal effects, money or valuables not transferred to a detainee, where the CBSA determines that the Contractor's personnel is at fault for this error or oversight, the Contractor must incur all costs related to associating (courier or carrier expense, including locating) those items with the subject to that person's destined location. If luggage, personal effects, money or valuables cannot be located and are deemed lost, they must be replaced at the Contractor's expense.

Claims submitted by detainees for loss of items, money or valuables due to negligence of the Contractor's personnel must be resolved within five (5) working days. The Contractor agrees to pay to Canada as liquidated damages a sum of \$750.00 per day. This will be made beginning on the sixth (6th) day and continuing every day until the loss is resolved up to a maximum of ten (10) days. If negligence on the part of the Contractor results in delaying a detainee's removal from Canada, then a deduction of \$750.00 per



day will commence on the day of the delay and will continue until the Contractor resolves the issues and person can be removed. Additional costs incurred due to negligence may also be recovered (e.g. airline tickets).

F7 Motor Vehicle Accidents

In the event of a motor vehicle or traffic accident, if the Contractor is determined to be at fault or negligent by the Insurance Corporation of Ontario or other relevant authority, the Contractor will bear sole responsibility for all associated costs. This may include, but is not limited to, injury or loss of life to a detainee or any person, damage to property and/or loss of property.

F8 Use of Force/Injury to Detainees

In the event of a use of force incident, if the Contractor is determined by the Courts to have been negligent in the application of force or used excessive force, the Contractor will be held liable under the law. This may include, but is not limited to, criminal, financial or civil liability as well as any costs associated to medical treatment. A review for cause of the resource(s) CBSA security Screening may also be initiated.

F9 Escapes Due to Errors of Negligence of Contractor's Personnel

Where it has been determined by the CBSA that escapes are the result of errors or negligence on the part of the Contractor's personnel (e.g. failure to follow post orders), the Contractor agrees to pay to Canada as liquidated damages the sum of \$1,500.00 per day per escapee (or part thereof), up to a maximum of \$7,500.00 per escapee. This figure recognizes Canada's partial costs in attempting to recapture the escapee(s). This could result in a review for cause of the resource(s) CBSA security Screening.

F10 Method of Deduction

The amounts invoiced monthly with month's end supplements by the Contractor to CBSA will be reduced to make reimbursement adjustment provisions for surcharges levied.

It is understood and agreed however, that where the CBSA provides the Contractor with less than seven (7) working days advance written notice of the additional requirements, deductions will only be made by the CBSA for shortfills and shortfalls which occur seven (7) working days after the date of said notice.

The amount deducted from the invoice by the CBSA for deficiencies will be supported by a breakdown of the deficiency(s) and the applicable surcharge.



ANNEX "F"
NON-DISCLOSURE AGREEMENT

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

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

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

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

Signature

Date



ANNEX "G" TASK AUTHORIZATION FORM CBSA

TASK AUTHORIZATION				
Contractor:		Contract Number:		
Requisition Number:		Financial Coding:		
Task Number:		Date:		
TA Request				
1. Description of Work to be Performed				
Work to be Performed in accordance with Annex A (Statement of Work) of the Contract.				
Resource Category:				
2. PERIOD OF SERVICES estimated:				
From:				To:
3. Work Location				
4. Travel Requirements				
<input type="checkbox"/> Yes <input type="checkbox"/> No Specify:				
5. Other Conditions /Restraints				
As per the contract				
6. Task Proposal				
Estimated Cost <input type="checkbox"/>		Fixed Price <input type="checkbox"/>		\$
7. LEVEL OF SECURITY CLEARANCE REQUIRED FOR THE CONTRACTOR'S PERSONNEL				
<input type="checkbox"/> Reliability Status <input type="checkbox"/> Secret <input type="checkbox"/> Top Secret <input type="checkbox"/> Other				
TA Proposal				
8. Estimated Cost Contract				
Category (Level) and Name of Proposed Resource	PWGSC Security File Number	Firm Per Diem Rate	Estimated # of Days	Total cost
				\$
Professional services estimated cost			Total	\$
			GST	
			HST	\$
			Grand Total	\$
Travel & Living (if applicable)			Estimated Cost	\$
			GST	\$
			Total Travel & Living Cost	\$
			Grand Total for Labour and Travel	\$
TA Approval				
9. Signing Authorities				
Name & Title of Individual Authorized to Sign on behalf of the Contractor (print)	Signature	Date		
Name & Title of Individual Authorized to Sign as the Technical Authority (print)	Signature	Date		
Name & Title of Individual Authorized to Sign as the Contracting Authority (print)	Signature	Date		
10. Basis of Payment & Invoicing				
In Accordance with the article entitled "Basis of Payment" in the Contract.				
Payment to be made based on receipt of detailed monthly invoices for services rendered, subject to full acceptance by the Project/Technical Authority. Total of payments not to exceed the grand total.				
Original invoices shall be sent to the Project/Technical Authority. One copy of each invoice, together with attachments, shall be sent to the Contracting Authority.				