



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving - PWGSC / Réception des soumissions → TPSGC
10th Floor, 4900 Yonge Street /
10e étage, 4900 rue Yonge
Toronto
Ontario
M2N 6A6

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

Proposal To: Public Works and Government Services Canada

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

Proposition aux: Travaux Publics et Services Gouvernementaux 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-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet Pearson Security Guard Services	
Solicitation No. - N° de l'invitation 47419-212624/A	Date 2019-05-03
Client Reference No. - N° de référence du client 47419-212624	
GETS Reference No. - N° de référence de SEAG PW-\$TOR-014-7765	
File No. - N° de dossier TOR-8-41048 (014)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-05-31	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Vandonk, Tyler	Buyer Id - Id de l'acheteur tor014
Telephone No. - N° de téléphone (905) 301-5477 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: CANADA BORDER SERVICES AGENCY GTA/SORO 90 Burnhamthorpe Rd. W. Mississauga Ontario L5B 3C3 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

Issuing Office - Bureau de distribution
Public Works and Government Services Canada
Ontario Region
10th Floor, 4900 Yonge Street
Toronto
Ontario
M2N 6A6

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

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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 and Additional Information: includes the certifications and additional information 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 Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, the Task Authorization Form 572 and any other annexes.

1.2 Summary

- 1.2.1 The Canada Border Services Agency (CBSA) requires guard services to provide the following at Toronto Pearson International Airport (TPIA):
 - a. Maintain custody and control of all clients and their luggage and personal effects (for example, money, jewellery), and keep clients safe and secure through regular observation, monitoring, engagement and intervention, when and where necessary;
 - b. Confirm the departure from Canada of clients subject to a removal order or who have withdrawn an application to enter Canada and are issued an allowed to leave document under the IRPA. This includes clients who are under a detention order, clients who are released into the community and present themselves independently for removal, as well as clients held within the airport awaiting their flight to their country of origin.
- 1.2.2 It is intended to result in the award of a contract of 24 months.
- 1.2.3 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 [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

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- 1.2.4 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).
- 1.2.5 The requirement is limited to Canadian goods and/or services.
- 1.2.6 There is a mandatory bidders' conference and site visit associated with this requirement. Consult Part 2 – Bidders Instructions.
- 1.2.7 The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.
- 1.2.8 The Phased Bid Compliance Process applies to this requirement.

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) (<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](#) (2018-05-22) 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: 180 days

2.2 Submission of Bids

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

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

2.3 Former Public Servant

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

(a) Definitions

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

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the

implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

(b) Former Public Servant in Receipt of a Pension

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

If so, the Bidder must provide the following information, for all 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.

(c) Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

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

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

2.6 Ontario Labour Legislation

1. In accordance with the requirements of section 77(1) of the [Employment Standards Act](#), 2000, S.O. 2000, c. 41, the following information concerning each employee of the previous supplier providing services at the premises is attached, in Annex J: Ontario Labour Legislation:
 - a. the employee's job classification or job description;
 - b. the wage rate actually paid to the employee;
 - c. a description of the benefits, if any, provided to the employee including the cost of each benefit and the benefit period to which the cost relates;
 - d. the number of hours that the employee works in a regular work day and in a regular work week, or if the employee's hours of work vary from week to week, the number of the employee's non-overtime hours for each week that the employee worked during the thirteen (13) weeks before the date of the request for information;
 - e. the date on which the employer hired the employee;
 - f. any period of employment attributed to the employer under section 10 of the Act;
 - g. the number of weeks that the employee worked at the premises during the twenty-six (26) weeks before the request date. The 26-week period must be calculated without including any period during which the provision of services at the premises was temporarily discontinued, or during which the employee was on leave of absence under Part XIV of the Act;
 - h. a statement indicating whether either of the following subparagraphs applies to the employee:
 - i. The employee's work, before the request date, included the provision of services at the premises, but the employee did not perform his or her job duties primarily at those premises during the thirteen (13) weeks before the request date.
 - ii. The employee's work included the provision of services at the premises, but the employee was not actively at work immediately before the request date, and did

not perform his or her job duties primarily at the premises during the most recent thirteen (13) weeks of active employment.

2. The name, residential address and telephone number of each employee as they appear in the previous employer's records will be provided to the successful Bidder after contract award.
3. In addition to the above information, a copy of either the collective agreement, union certificate, or pending union application(s) regarding these employees at the premises is also attached, if applicable.
4. Bidders must use the information referred to in subparagraphs 1.(a) to 1.(h) and paragraph 3 (if applicable) only for the purposes of preparing their bids and complying with the Act. Bidders must not disclose such information except as may be authorized by Canada in writing.
5. The enclosed information concerning the employees of the previous employer providing services at the premises has been received from the previous employer and Canada does not warrant its accuracy or completeness. Canada will not be responsible for any damage or loss which may result from use of or reliance upon any of this information.
6. Bidders who require clarification or further information may contact the Contracting Authority.

2.7 Mandatory Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at CBSA's TPIA facility, 6301 Silver Dart Drive, Mississauga, ON on May 16th, 2019. The site visit will begin at 10:00 EDT. Bidders must communicate with the Contracting Authority prior to the Mandatory Site Visit to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders will be required to sign an attendance sheet. Bidders should confirm in their bid that they have attended the site visit. Bidders who do not attend the mandatory site visit or do not send a representative will not be given an alternative appointment and their bid will be declared non-responsive. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

2.8 Bidders' Conference

A bidders' conference will be held immediately after each site visit. The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. It is recommended that bidders who intend to submit a bid attend or send a representative. Bidders are requested to communicate with the Contracting Authority before the conference to confirm attendance. Bidders should provide, in writing, to the Contracting Authority, the name(s) of the person(s) who will be attending and a list of issues they wish to table no later than two (2) business days prior to the Mandatory Site Visit.

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

Due to the nature of the bid solicitation, bids transmitted by epost Connect service and by facsimile will not be accepted.

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

Section I: Technical Bid (4 hard copies)

Section II: Financial Bid (2 hard copies)

Section III: Certifications (2 hard copy)

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

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

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

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

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 Annex B: Basis of Payment. The total amount of Applicable taxes must be shown separately.

3.1.2 Exchange Rate Fluctuation

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The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Phased Bid Compliance Process

4.1.1.1 General

- (a) Canada is conducting the PBCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY

REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2017-04-27) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation

period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).

- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

4.1.1.2 Phase I: Financial Bid

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.

-
- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

4.1.1.3 Phase II: Technical Bid

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the

CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.

- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid
- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

4.1.1.4 Phase III: Final Evaluation of the Bid

- (a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

- (b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

4.2 Mandatory Technical Evaluation

The mandatory technical criteria are described in Annex I: Technical Evaluation Criteria.

The Phased Bid Compliance Process will apply to all mandatory technical criteria.

4.3 Point Rated Technical Criteria

Each bid will be rated by assigning a score to the related requirements, which are identified in the bid solicitation by the word "rated" or by referencing to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The point-rated technical criteria are described in Annex I: Technical Evaluation Criteria.

The Phased Bid Compliance Process **NOT** will apply to all point rated technical criteria.

4.4 Financial Evaluation

(a) Mandatory Financial Criteria

The Bidder must submit, pricing details in accordance with Annex B: Basis of Payment, in Canadian funds.

(b) Financial Evaluation Process

The financial evaluation process is described as follows:

- (i) Bids will be evaluated based on the prices proposed in Annex B: Basis of Payment.

(ii) The evaluated price will be the Total Evaluated Price which is the aggregated total of the Firm Period, Options(all applicable taxes extra) from Annex B, Basis of Payment. The price used in the evaluation will be the Total Evaluated Price which is calculated as follows:

For each line item the Estimated Number of Hours Per Resource and the Firm Hourly Rate will be multiplied together to determine the extended cost for that line item. The extended cost for all line items will be totaled to determine the Total Extended Price. The evaluated price is the sum of the Total Extended Price for the Contract Period and Option Periods.

- (iii) The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian custom duties and excise taxes included.

(c) Variation in Resource Rates By Time Period: For any given Resource Category, where the financial tables provided by Canada allow different firm rates to be charged for a resource category during different time periods:

- (i) the rate bid must not increase by more than 5% from one time period to the next, and

(ii) the rate bid for the same Resource Category during any subsequent time period must not be lower than the rate bid for the time period that includes the first month of the Initial Contract Period.

4.5 Basis of Selection – Highest Combined Rating of 60% Technical Merit and 40% Price

- (a) To be declared responsive, a bid must:

(i) comply with all the requirements of the bid solicitation; and

(ii) meet all mandatory criteria; and

- (iii) obtain the required minimum of 144 out of 240 points overall for the technical evaluation criteria with
a minimum of 25 out of 40 points for R2.1.
- (b) Bids not meeting (i), (ii) and (iii) will be declared non-responsive.
- (c) 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.
- (d) 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%.
- (e) To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
- (f) For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- (g) 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 equal 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection – Highest Combined Rating of 60% Technical Merit and 40% Price

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit	115/135 x60 = 51.11	89/135 x60 = 39.56	92/135 x60 = 40.89
	Pricing Score	45/55 x 40 = 32.73	45/50 x40 = 36.00	45/45 x 40 = 40.00
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

- (h) In the event of identical Combined Ratings occurring, then the bid with the highest Price Score will become the top-ranked bidder.

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. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.1.2 Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that:

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

Bidders should submit this certification completed with their bid. If the certification is not completed and submitted with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to submit this completed certification. Failure to comply with the request of the Contracting Authority and submit the completed certification will render the bid non-responsive."

5.1.2.1 SACC *Manual* clause [A3050T](#) (2014-11-27) Canadian Content Definition

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

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

The Bidder must provide the Contracting Authority with a completed annex titled 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.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

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

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

5.2.3.2 Education and Experience

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

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 sites 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;
 - (d) In the case of a joint venture Bidder, each member of the joint venture must meet the security requirements.
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 [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

6.2 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 Services and Procurement Canada (PSPC), "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 (<https://www.tbs-sct.gc.ca/tbsf-fsct/330-23-eng.asp>) 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.

Solicitation No. - N° de l'invitation
47419-212624/A
Client Ref. No. - N° de réf. du client
47419-212624

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-8-41048

Buyer ID - Id de l'acheteur
TOR014
CCC No./N° CCC - FMS No./N° VME

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

6.3 Financial Capability

SACC Manual clause [A9033T](#) (2012-07-16) Financial Capability.

6.4 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 E.

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). The Work described in the TA must be in accordance with the scope of the Contract.

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 H.
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 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 \$40,000.00, 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.

7.1.1.3 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.

7.1.1.4 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 periods are defined as follows:

1st half: July 1 to December 31;

2nd half: January 1 to June 30.

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 (*contracting authority to edit the text as applicable*):

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](#) (2018-06-21), 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.

PWGSC FILE # 1000342624

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 RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
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).

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract will be determined at the Contract kick-off meeting.

From Contract award to up to ten (10) weeks later the Contractor's management resources will participate, if required, in an on-site contractual preparations and transition period for knowledge transfer.

From In-service start date at 00:01 to two (2) years later at 00:00, the Contractor will provide the services.

7.4.2 Transition Period at the beginning of the contract

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that Canada may, at its discretion, require an on-site transition period at the beginning of the Contract. The Contractor agrees to participate in the transition period of up to ten (10) weeks to ensure the required transition. The Contractor agrees that, during this period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

7.4.3 Transition Period at the end of the contract

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that Canada may, at its discretion, require an on-site transition period at the end of the Contract. The Contractor agrees to participate in the transition period of up to ten (10) weeks while continuing to provide the services under the same conditions to ensure the required transition. The Contractor agrees that, during this period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Tyler Vandonk

Solicitation No. - N° de l'invitation
47419-212624/A
Client Ref. No. - N° de réf. du client
47419-212624

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-8-41048

Buyer ID - Id de l'acheteur
TOR014
CCC No./N° CCC - FMS No./N° VME

Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Ontario Region
Address: 4900 Yonge St
Toronto, ON
Telephone: 905-301-5477
E-mail address: tyler.vandonk@pwgsc.gc.ca

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

7.5.2 Project Authority

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

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

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 – Requirement

The Contractor will be paid for the Work performed, in accordance with the Basis of payment at 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: Individual task authorizations

The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with the Basis of payment at Annex B.

Canada's liability to the Contractor under the authorized task authorization must not exceed the limitation of expenditure specified in the authorized task authorization. Custom 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 task authorization 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

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 Method of Payment – Monthly Payment

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

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

7.7.4 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Direct Deposit (Domestic and International);

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.

7.8 Invoicing Instructions

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

a. an accurate and complete invoice and any other documents required by the Contractor have been submitted and include:

- i. the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, and Procurement Business Number (PBN);
- ii. details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, in accordance with the Basis of Payment, exclusive of Applicable Taxes;
- iii. a separate line item for each subparagraph in the Basis of Payment provision;
- iv. deduction for holdback, if applicable;
- v. the extension of the totals, if applicable;
- vi. the GST or HST must be specified on all invoices as a separate item. All items that are zero-rated, exempt or to which GST or HST do not apply, must be identified as such on all invoices; and
- vii. if applicable, the method of shipment together with date, case number and part or reference numbers, shipment charges and any other charges.

b. all such documents have been verified by Canada;

c. the Work performed has been accepted by Canada.

2. Invoices must be distributed as follows:

a. The Contractor must send the invoices to Project Authority's paying office (CBSA Finance-NIRU) on a monthly basis:

All invoices must be submitted using the following method (only one copy of the invoice should be sent to the Agency):

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

National Invoice Reception Unit (NIRU)
Vendors-fournisseurs@cbsa-asfc.gc.ca

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

IMPORTANT NOTE: If a supplier omits any required information pertaining to payment processing from the invoice, the invoice will be returned at the discretion of the CBSA and will not be paid until valid payment referencing is provided.

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

7.9 Certifications and Additional Information

7.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

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.

7.9.3 SACC Manual Clauses – Canadian Content

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

7.9.4 Ontario Labour Legislation

SACC Manual clause [A0075C](#) (2014-11-27) Ontario Labour Legislation

7.10 Applicable Laws

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

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 (2018-06-21) 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 E, Insurance Requirements;

- (h) Annex F, Cost Recovery Surcharge;
- (i) Annex G, Non-Disclosure Agreement;
- (j) the signed Task Authorizations (including all of its annexes, if any);
- (k) the Contractor's bid dated _____, *(insert date of bid) (If the bid was clarified or amended, insert at the time of contract award: " , as clarified on _____ " or " , as amended on _____ " and insert date(s) of clarification(s) or amendment(s)).*

7.12 Foreign Nationals (Canadian Contractor)

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

7.13 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex E . 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 Government Site Regulations

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

7.15 Non-disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex G, 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.

7.16 Cost Recovery Surcharges

Annex F - Cost Recovery – Surcharges will apply.

1. Canada and the Contractor agree that the amount stated in Annex F 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 F.
3. Nothing in Annex F must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.

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ANNEX A: STATEMENT OF WORK

It has been determined that the Statement of Work is a 'Protected B' document. Therefore, the Statement of Work will be available for pick up at the Bidder's conference May 16th, 2019 by those meeting at a minimum the security requirements detailed in section 7.3.1 of Part 7 – Resulting Contract Clauses. Bidders must contact the Contracting Authority no later than May 14th, 2018 to verify that the Bidder and the individual(s) picking up the Statement of Work meet the required security clearance.

ANNEX B: BASIS OF PAYMENT

(All information in italics will be removed from any resultant contract.)

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.

The Contractor will be paid overtime hourly rates only where the actual hours worked exceeds the regular scheduled shift (i.e. if a resource is scheduled for an 8 hour shift, the regular hourly rates will apply for the first 8 hours of work and then the overtime hourly rates >8 hours will apply). CBSA will not incur costs related to overtime for shifts that are normally scheduled as a certain number of hours. The Contractor will be paid at regular hourly rates for these shifts and will only be paid overtime for hours worked above the normally scheduled shift.

For evaluation purposes, a bid price analysis will be performed using the firm all-inclusive prices submitted by the Bidder in accordance with Annex B, Basis of Payment 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

In-service start date to two (2) years later.

B1.1 Regular Rate Schedule (Monday – Sunday)

Position and shift hours	Estimated # of Hours	X	# of Personnel Required	X	Firm Hourly Rate	=	Sub-Total
Shift Supervisor							
0600-1400 Shift (8 hours – Monday-Friday)	4024	X	1	X	\$ /hr	=	\$
0600-1400 Shift (8 hours – Saturday-Sunday)	1656	X	1	X	\$ /hr	=	\$
1400-2200 Shift (8 hours – Monday-Friday)	4024	X	1	X	\$ /hr	=	\$
1400-2200 Shift (8 hours – Saturday-Sunday)	1656	X	1	X	\$ /hr	=	\$
Security Guard (all services)							
0600-1400 Shift (8 hours – Monday-Friday)	4024	X	3	X	\$ /hr	=	\$
0600-1400 Shift (8 hours – Saturday-Sunday)	1656	X	3	X	\$ /hr	=	\$
1400-2200 Shift (8 hours – Monday-Friday)	4024	X	3	X	\$ /hr	=	\$
1400-2200 Shift (8 hours – Saturday-Sunday)	1656	X	3	X	\$ /hr	=	\$

Evaluated Total Regular Schedule (Monday – Sunday)	\$
---	-----------

B1.2 Statutory Holiday Rate Schedule

Position and shift hours	Estimated # of Hours	X	# of Personnel Required	X	Firm Hourly Rate	=	Sub-Total
Shift Supervisor							
0600-1400 Shift (8 hours – Monday-Friday)	136	X	1	X	\$ /hr	=	\$
0600-1400 Shift (8 hours – Saturday-Sunday)	8	X	1	X	\$ /hr	=	\$
1400-2200 Shift (8 hours – Monday-Friday)	136	X	1	X	\$ /hr	=	\$
1400-2200 Shift (8 hours – Saturday-Sunday)	8	X	1	X	\$ /hr	=	\$
Security Guard (all services)							
0600-1400 Shift (8 hours – Monday-Friday)	136	X	3	X	\$ /hr	=	\$
0600-1400 Shift (8 hours – Saturday-Sunday)	8	X	3	X	\$ /hr	=	\$
1400-2200 Shift (8 hours – Monday-Friday)	136	X	3	X	\$ /hr	=	\$
1400-2200 Shift (8 hours – Saturday-Sunday)	8	X	3	X	\$ /hr	=	\$
Evaluated Total Regular Schedule (Monday – Sunday)							\$

B1.3 Travel and Living Expenses - National Joint Council Travel Directive

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the [National Joint Council Travel Directive](#), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

All travel must have the prior authorization of the Project Authority.

All payments are subject to government Audit.

Estimated Cost: \$ 5,000.00 per year.

Travel and living expenses are applicable only to meal, accommodations and incidentals in the event of travel outside of the Greater Toronto Area or Niagara region. This Directive is not applicable to the expenses incurred for gasoline as outlined above.

B1.4 Other Direct Expenses

Other Direct Expenses must have the prior authorization of the Project Authority.

The Contractor will be reimbursed for any other direct expenses reasonably and properly incurred in the performance of the Work and as pre-approved by the CBSA Project Authority. These expenses will be

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paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

All payments are subject to government Audit.

Estimated Cost: \$ 5,000.00 per year.

B1.5 Evaluated Total Cost for Contract Period (sum of B1.1 to B1.4): \$ _____
(applicable tax excluded)

B1.6 As and When Required Services – Task Authorizations

The Contractor will be paid firm hourly rates according to Annex B, for any Task Authorization issued. Payments will be made in accordance with the hourly rates that apply for the time period in which the Task Authorization is executed.

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 (Contract award to August 31, 2020)	Submission Price
Total Regular Schedule (Monday – Sunday) – B1.1	
	+
Statutory Holiday Rate Schedule – B1.2	
	+
Total Submission Price for evaluation	\$

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ANNEX C: SECURITY REQUIREMENTS CHECK LIST



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Security Classification / Classification de sécurité Protected B with attachments

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
Protected B with attachments





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PART A (continued) / PARTIE A (suite)

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

If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

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

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

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

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

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

Special comments:
Commentaires spéciaux : _____

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

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

If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No Yes
Non Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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



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Security Classification / Classification de sécurité Protected B with attachments

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 DIFUSION RESTREINTE	CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET	
											A	B	C				
Information / Assets Renseignements / Biens Production																	
IT Media / Support TI																	
IT Link / Lien électronique																	

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

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

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

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

**ANNEX D to PART 5 OF THE BID SOLICITATION: FEDERAL CONTRACTORS PROGRAM FOR
EMPLOYMENT EQUITY – CERTIFICATION**

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

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

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

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

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

- A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.
- OR**
- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

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

ANNEX E: 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) 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.

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.

p) 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:
 - a. 8 to 12 Passengers: \$5,000,000
 - b. 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 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;
2. 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.

E5 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 F: 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 Shortfalls

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 shortfall.

F2 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.

F3 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.

F4 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).

F5 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 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.

F6 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

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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 employee(s) CBSA security Screening may also be initiated.

F7 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 employee(s) CBSA security screening.

F8 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.

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.

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ANNEX G: 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

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ANNEX H: TASK AUTHORIZATION FORM PWGSC-TPSGC 572



Public Works and Government Services Canada
 Travaux publics et Services gouvernementaux Canada

Annex
Annexe _____

Task Authorization
Autorisation de tâche

Contract Number - Numéro du contrat

Contractor's Name and Address - Nom et l'adresse de l'entrepreneur	Task Authorization (TA) No. - N° de l'autorisation de tâche (AT)
	Title of the task, if applicable - Titre de la tâche, s'il y a lieu
	Total Estimated Cost of Task (Applicable taxes extra) Coût total estimatif de la tâche (Taxes applicables en sus) \$
Security Requirements: This task includes security requirements Exigences relatives à la sécurité : Cette tâche comprend des exigences relatives à la sécurité <input type="checkbox"/> No - Non <input type="checkbox"/> Yes - Oui If YES, refer to the Security Requirements Checklist (SRCL) included in the Contract Si OUI, voir la Liste de vérification des exigences relative à la sécurité (LVERS) dans le contrat ▶	

For Revision only - Aux fins de révision seulement

TA Revision Number, if applicable Numéro de révision de l'AT, s'il y a lieu	Total Estimated Cost of Task (Applicable taxes extra) before the revision Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision \$	Increase or Decrease (Applicable taxes extra), as applicable Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu \$
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Start of the Work for a TA : Work cannot commence until a TA has been authorized in accordance with the conditions of the contract.

Début des travaux pour l'AT : Les travaux ne peuvent pas commencer avant que l'AT soit autorisée conformément au contrat.

1. Required Work: - Travaux requis :

A. Task Description of the Work required - Description de tâche des travaux requis	See Attached - Ci-joint <input type="checkbox"/>
B. Basis of Payment - Base de paiement	See Attached - Ci-joint <input type="checkbox"/>
C. Cost of Task - Coût de la tâche	See Attached - Ci-joint <input type="checkbox"/>
D. Method of Payment - Méthode de paiement	See Attached - Ci-joint <input type="checkbox"/>

PWGSC - TPSGC 572 (2014-04)

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Annex _____
Annexe _____

Contract Number - Numéro du contrat

2. Authorization(s) - Autorisation(s)

By signing this TA, the authorized client and (or) the PWGSC Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the contract.

En apposant sa signature sur l'AT, le client autorisé et (ou) l'autorité contractante de TPSGC atteste(nt) que le contenu de cette AT respecte les conditions du contrat.

The client's authorization limit is identified in the contract. When the value of a TA and its revisions is in excess of this limit, the TA must be forwarded to the PWGSC Contracting Authority for authorization.

La limite d'autorisation du client est précisée dans le contrat. Lorsque la valeur de l'AT et ses révisions dépasse cette limite, l'AT doit être transmise à l'autorité contractante de TPSGC pour autorisation.

Name and title of authorized client - Nom et titre du client autorisé à signer

Signature

Date

PWGSC Contracting Authority - Autorité contractante de TPSGC

Signature

Date

3. Contractor's Signature - Signature de l'entrepreneur

Name and title of individual authorized - to sign for the Contractor
Nom et titre de la personne autorisée à signer au nom de l'entrepreneur

Signature

Date

ANNEX I: TECHNICAL EVALUATION CRITERIA

1.0 Mandatory Technical Criteria

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

Simply repeating the statement contained in the bid solicitation is not sufficient.

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

2.0 Definitions

The following definition applies throughout the evaluation criteria:

“**Guard services**” is defined as ensuring the physical security of property, locations, buildings and/or people.

“**Unrelated**” is defined as a non-CBSA contract.

Mandatory Technical Criteria – Bidder’s Experience		
No.	Mandatory Criteria	Bid Preparation Instructions
M1.1	<p>The Bidder must demonstrate that they possess a valid* guarding agency license to operate in the province of Ontario.</p> <p>*Valid is defined as being active, not expired.</p>	<p>To demonstrate the required experience, the Bidder must submit the following information:</p> <ul style="list-style-type: none"> i. A copy of the valid guarding agency license to operate in the province of Ontario.
M1.2	<p>The Bidder must demonstrate that they have been providing guard services for a minimum of five (5) years within the last ten (10) years, at the time of Request for Proposal (RFP) closing.</p>	<p>To demonstrate the required experience, the Bidder must submit the following information:</p> <ul style="list-style-type: none"> i. The name of the client organization; ii. Period of the services provided, including start and end dates (month and year, e.g. March 2014 to May 2015); and, iii. A brief description of the services provided.

M1.3	<p>The Bidder must demonstrate that it has provided guard services on a minimum two (2) unrelated contracts* within the last five (5) years, at the time of RFP closing, where they provided a minimum of 35 guards on each contract*.</p> <p>*For the contract to qualify the services must have been rendered for a minimum of one (1) year (365 days) from the date of bid closing.</p>	<p>To demonstrate the required experience, the Bidder must submit the following information:</p> <ul style="list-style-type: none"> i. The name of the client organization; ii. The number of guards provided; iii. Period of the services provided, including start and end dates (month and year, e.g. March 2014 to May 2015); iv. A brief description of the services provided.
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Mandatory Technical Criteria – Proposed Resources

Bid Preparation Instructions

The Bidder must provide resumes for each of the individuals proposed and identify which position each individual is being proposed for. The Bidder may propose alternate or additional individuals for each position; however, information related to additional or alternate individuals in excess of the minimum requirement will not be evaluated and will not be awarded points.

If the Bidder proposes more than the minimum number of individuals in their bid, and does not identify them as additional or alternate, individuals for each position will be evaluated as they first appear in the bid.

M2.0	<p>The Bidder must propose four (4) Shift Supervisors and submit one (1) resume for each demonstrating that each Shift Supervisor proposed meets the following:</p> <ul style="list-style-type: none"> a) Valid Security License in the province of Ontario; b) Valid Ontario Class G Driver License or equivalent; c) Canadian Citizenship or permanent residence; d) Highest level of education achieved and educational institution (at a minimum, demonstrate successful completion of secondary school education in Canada or a Canadian equivalent [i.e. General Education Development, GED]); e) A minimum of one (1) year experience in the supervision of employees AND a minimum of one (1) year experience in a field directly related to law enforcement (Canadian Forces, Royal Canadian Mounted Police, Canadian Border Services Agency, Correctional Services Canada or a police force), or security services; <p style="text-align: center;">OR</p> <p>A minimum of one (1) year experience specifically working on a security contract with the CBSA at an Immigration Holding Centre (IHC) or providing care and control of CBSA clients.</p> <p>To demonstrate compliance with this criterion the Bidder must submit copies of all valid Licenses, certificates, etc., as supporting documentation. In the event that the valid copies are not included with the bid, the Bidder must provide them within two (2) business days upon request by the Contracting Authority.</p> <p>Post-secondary diplomas listed on resumes must have been obtained from one of the recognized organizations found on the Canadian Information Center for International Credentials website (www.cicic.ca).</p>
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3.0 Point-Rated Technical Criteria

Bids which meet all of the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below. The Bidder must provide the necessary documentation to clearly demonstrate compliance with this requirement. Simply repeating the statement contained in the bid solicitation is not sufficient.

Bids which fail to obtain the required minimum number of points of **144 out of 240** will be declared non-responsive. Each point-rated technical criterion should be addressed separately.

CATEGORY	SCORE
R1.1: Total number of resources on a recent contract	/20
R1.2: Number of 24/7 security-related contracts	/20
R2.1-3: Proposed resources (Four Shift Supervisors)	/160
R3.1a-d: Human Resources Plans and Strategies	/40
Overall Total Score	/240

Point-Rated Technical Criteria – Bidder's Experience				
No.	Description	Bid Preparation Instructions	Point Allocation	Score
R1.1	Number of resources provided for any one (1) contract in the last five (5) years.	To demonstrate the required experience, the bidder should submit the following information: i) The name of the client organization; ii) Period of the services provided, including start and end dates (month and year, e.g. March 2014 to May 2015); iii) Total number of security resources required and supplied.	36 to 50 resources = 5 points 51 to 75 resources = 10 points 76 to 100 resources = 15 points 101 or more resources = 20 points	/20
R1.2	Total number of 24/7 security-related contracts in the last five (5) years with a	To demonstrate the required experience, the bidder should submit the following information:	1 to 2 contracts = 5 points 3 to 4 contracts = 10 points 5 to 6 contracts = 15 points	/20

	minimum of 35 resources.	<ul style="list-style-type: none"> i) The name of the client organization; ii) Period of the services provided, including start and end dates (month and year, e.g. March 2014 to May 2015); iii) Total number of security resources required and supplied. 	7 or more contracts = 20 points	
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Point-Rated Technical Criteria – Proposed Resources			
Bid Preparation Instructions			
<p>The four (4) proposed Shift Supervisors will be evaluated based upon the following criteria. The Bidder should demonstrate how the proposed individuals meet the criteria within the resume and supporting documentation.</p>			
<p>Each of the four (4) proposed Shift Supervisors will be awarded a maximum of 40 points based on their experience as detailed below.</p>			
No.	Description	Point Allocation	Score
R2.1	a) Experience in a field directly related to security services.	<ul style="list-style-type: none"> >1 - 3 years of experience = 5 points >3 – 5 years of experience = 7 points >5 years or more of experience = 10 points 	/10
R2.2	b) Experience in a field directly related to law enforcement (Canadian Forces, Royal Canadian Mounted Police, CBSA, Correctional Services Canada or a police force).	<ul style="list-style-type: none"> 1 - 3 years of experience = 7 points >3 – 5 years of experience = 10 points >5 years or more of experience = 15 points 	/15
R2.3	c) Experience in supervising personnel.	<ul style="list-style-type: none"> >1 - 3 years of experience = 7 points >3 – 5 years of experience = 10 points >5 years or more of experience = 15 points 	/15

Point-Rated Technical Criteria – Human Resources Plans and Strategies				
No.	Description	Bid Preparation Instructions	Point Allocation	Score
R3.1	The Bidder should provide a detailed description of their Human Resources Plans and Strategies as outlined in a) to d) to demonstrate how they intend to ensure they meet the required resourcing needs.			
a)	Recruitment Process	<p>To demonstrate this the Bidder should provide a detailed and thorough description of each step or phase of the organization's recruitment process.</p> <p>How does your organization:</p> <ul style="list-style-type: none"> - Assess the current state? - Consider challenges in meeting future needs? - Advertise using internal services? - Advertise using external services? <p>Any other information?</p> <p>Simply stating a process with no supporting information will receive 0 points.</p>	<p>Points will be awarded as per the rating guide.</p> <p>Maximum available points is 10.</p>	/10
b)	Resource Screening and Selection Process	<p>To demonstrate this the Bidder should provide a detailed and thorough description of the organization's resource screening and selection processes.</p> <p>How does your organization:</p> <ul style="list-style-type: none"> - Conduct preliminary screening? - Conduct interviews? - Conduct testing? - Conduct resource verification checks? - Engage in employee onboarding? <p>Any other information?</p> <p>Simply stating a process with no supporting information will receive 0 points.</p>	<p>Points will be awarded as per the rating guide.</p> <p>Maximum available points is 10.</p>	/10

c)	Resource Retention Strategy	<p>To demonstrate this the Bidder should provide a detailed and thorough description of the organization's resource retention strategy.</p> <p>Does your company provide:</p> <ul style="list-style-type: none"> - Compensation packages? - Employee development opportunities? - Incentive programs? - An appropriate culture and environment? <p>Any other information?</p> <p>Simply stating a process with no supporting information will receive 0 points.</p>	<p>Points will be awarded as per the rating guide.</p> <p>Maximum available points is 10.</p>	/10
d)	Risk Mitigation Strategies for Resource Levels	<p>To demonstrate this the Bidder should provide a detailed and thorough description of the organization's risk mitigation strategies for resourcing levels.</p> <p>Describe how your company:</p> <ul style="list-style-type: none"> - Identifies potential risks in the ability to recruit resources; - Performs pipeline recruiting; - Communicates with its resources; <p>Any other information?</p> <p>Simply stating a process with no supporting information will receive 0 points.</p>	<p>Points will be awarded as per the rating guide.</p> <p>Maximum available points is 10.</p>	/10
Minimum Pass Mark for R3.1				25
Score				/40

R3.1 Rating Guide

R3.1a) Recruitment Plan

Background Information: A recruitment plan is the systematic process to ensure the organization has the right number of people with the skills to meet needs. It also outlines how the organization intends to do this.

- i. Assessing current state: - Up to 1 point is available
 - a. Inventory of current resources/employees – ½ point
 - b. Availability of resources e.g. scheduling / available to work – ½ point
- ii. Considers challenges in meeting future needs: Up to 1 ½ points are available
 - a. Availability of resources e.g. unemployment rates – ½ point
 - b. Economic impacts – ½ point
 - c. Competition – ½ point
- iii. Advertises using external sources – Up to 2 ½ points are available
 - a. Websites (e.g. any of the following - their own, Monster, Workopolis, the union, etc.) – ½ point
 - b. Social media (e.g. any of the following - linked-in, Facebook, twitter) – ½ point
 - c. Education institutions (e.g. any of the following - high schools, colleges, universities, security guard licensing agency) – ½ point
 - d. Job/Career fairs (e.g. any of the following – held on their sites, held off site, held at a shared facility) - ½ point
 - e. Any of the following - Networking, staffing agencies, newspapers – ½ point
- iv. Advertises using internal sources – up to 1 ½ points are available
 - a. Staffing referrals – ½ point
 - b. Looks internally to see if positions can be filled by existing resources through promotion – ½ point
 - c. Internal bulletins and job postings – ½ point
- v. Other: - Up to 1 ½ points are available
 - a. Looks to other organizations for exceptional employees (poaching) – ½ point
 - b. Employment branding – building your external image so your organization is attractive to potential resources – ½ point
 - c. Sub-contracts with other organizations – ½ point
- vi. Uses an HR technology to manage recruitment process – ½ point
- vii. Assess recruitment strategies periodically to ensure they are still relevant and adjust if needed – ½ point
- viii. Any other relevant suggestions by supplier outside of the ones listed above – up to 1 point available; ½ point for up to 2 items described outside of the above.

R3.1b) Resource Screening and Selection Process

- i. Preliminary screening - screening resources to determine suitability for position – ½ point
- ii. Conducts interviews: Up to 1 ½ points are available
 - a. Telephone interview – ½ point
 - b. In person interviews – ½ point
 - c. Other type of interview not mentioned in a or b – ½ point

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- iii. Conducts testing: – Up to 1 ½ points are available
 - a. Personality tests – ½ point
 - b. Aptitude and ability tests – ½ point
 - c. Other testing not mentioned in a or b – ½ point
 - iv. Conducts resource verification checks – Up to 4 ½ points are available
 - a. Previous work references - ½ point
 - b. Education or certification credentials – ½ point
 - c. Criminal background checks – ½ point
 - d. Credit history – ½ point
 - e. working with children or vulnerable adults – ½ point
 - f. other security checks – ½ point
 - g. legal right to work in Canada – ½ point
 - h. Other checks not mentioned in a to g – Up 1 point available - ½ point each for item
 - v. Employee onboarding:
 - a. Employee manuals – ½ point
 - b. Employee videos – ½ point
 - vi. Any other relevant suggestions by supplier outside of the ones listed above – Up to 1 point available, ½ point per item.

R3.1c) Resource Retention Strategies

- i. Compensation packages: Up to 2 ½ points are available
 - a. Competitive wages – ½ point
 - b. Employee benefits – ½ point
 - c. Vacation accumulation – ½ point
 - d. Free or discounted uniforms – ½ point
 - e. Affiliations with companies for employee discounts – ½ point
- ii. Employee development opportunities: Up to 2 ½ points are available
 - a. Training to improve skills – ½ point
 - b. Mentorship programs – ½ point
 - c. Education or tuition reimbursement – ½ point
 - d. Promoting from within – ½ point
 - e. Coaching and feedback on performance – ½ point
- iii. Incentive programs: 1 ½ points are available
 - a. Employee referral program – ½ point
 - b. Recognition for years of service – ½ point
 - c. Appreciation awards – For example, recognition of exemplary employee performance or commitment – ½ point
- iv. Culture and Environment: - 2 ½ points are available
 - a. Work / life balance - ½ point
 - b. Flexible shifts – for example there are full-time, part-time availability – ½ point
 - c. Positive culture – ½ point
 - d. Focus on employee safety – ½ point
 - e. Open and two way communication – ½ point
- v. Any other relevant suggestions by supplier outside of the ones listed above – Up to 1 point is available; ½ point per item.

R3.1d) Risk Mitigation Strategies for Resource Levels

- i. Identifying potential risks in the ability to recruit resources: Up to 1 point is available
 - a. Increases in cost of living or wages – ½ point
 - b. Availability of resource in the marketplace for example low unemployment rate– ½ point
- ii. Pipeline recruiting: Up to 2 points are available
 - a. Continuous recruitment and pre-qualification of resources – ½ point
 - b. Carries a larger pool of resources than is necessary to back-fill and provide short notice fills (for example have 15% more resources than requirement – ½ point
 - c. Cross training or cross utilization of resources – ½ point
 - d. Succession planning for resource replacement – ½ point
- iii. Communication: Up to 1 ½ points are available
 - a. Follow-up with resources to ensure job satisfaction – ½ point
 - b. Regular meetings with management and/or recruitment team – ½ point
 - c. Conducts exit interviews – ½ point
- iv. Other: Up to 3 ½ points are available
 - a. Reviews Human resource plans and strategies to ensure they still apply – ½ point
 - b. Adjusts HR plan to ensure needs are met – ½ point
 - c. Has a plan to address under performers – ½ point
 - d. Has a plan to remove or replace under performers – ½ point
 - e. Uses an software tool to easily identify qualified candidates – ½ point
 - f. Contingency plan for emergency situations – ½ point
 - g. Has an escalation plan for items that need to be raised to senior management – ½ point
- v. Any other relevant suggestions by supplier outside of the ones listed above – maximum of 2 points are available ½ point per item described outside of the above.

Solicitation No. - N° de l'invitation
47419-212624/A
Client Ref. No. - N° de réf. du client
47419-212624

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-8-41048

Buyer ID - Id de l'acheteur
TOR014
CCC No./N° CCC - FMS No./N° VME

ANNEX J: ONTARIO LABOUR LEGISLATION INFORMATION

There is no Ontario Labour Legislation to disclose as this is a new requirement.