



<p><b>RETURN OFFERS TO RETOURNER LES OFFRES À :</b></p> <p><b>Bid Receiving - Environment Canada / Réception des soumissions – Environnement Canada</b></p> <p><b>Electronic Copy:</b> ec.soumissions-bids.ec@canada.ca</p> <p><b>REQUEST FOR STANDING OFFER DEMANDE D'OFFERS À COMMANDES (DOC)</b></p> <p><b>OFFERS TO: ENVIRONMENT CANADA</b></p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p><b>OFFRES À : ENVIRONNEMENT CANADA</b></p> <p>Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p>	<p><b>Title – Titre</b> Bonded Warehouse – Freezer Storage for Seized Product in Enforcement Situations</p>	
	<p><b>Solicitation No. /SAP No. – N° de l'invitation EC / N° SAP</b> 5000040634R</p>	
	<p><b>Date of solicitation (YYYY-MM-DD) – Date de l'invitation (AAAA-MM-JJ)</b> 2019-11-18</p>	
	<p><b>Solicitation Closes (YEAR-MM-DD) – L'invitation prend fin (AAAA-MM-JJ)</b>  at – à 3:00 P.M. on – 2019-12-30</p>	<p><b>Time Zone – Fuseau horaire</b>  Eastern Standard Time</p>
	<p><b>F.O.B – F.A.B</b></p>	
	<p><b>Address Enquiries to - Adresser toutes questions à</b> Heidi Noble <a href="mailto:heidi.noble@canada.ca">heidi.noble@canada.ca</a></p>	
	<p><b>Telephone No. – N° de téléphone</b> 905-319-6982</p>	<p><b>Fax No. – N° de Fax</b></p>
	<p><b>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ)</b> Two-year period</p>	
	<p><b>Destination - of Services / Destination des services</b> Canada</p>	
	<p><b>Security / Sécurité</b> There is a security requirement associated with this requirement.</p>	
<p><b>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</b></p>		
<p><b>Telephone No. – N° de téléphone</b></p>	<p><b>Fax No. – N° de Fax</b></p>	
<p><b>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)</b></p>		
<p><b>Signature</b></p>	<p><b>Date</b></p>	

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## **PART 1 - GENERAL INFORMATION**

This bid solicitation cancels and supersedes previous bid solicitation number 5000040634 dated October 03, 2019 with a closing of November 12, 2019 at 3:00 P.M. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

### **1.1 Introduction**

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

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

The Annexes include the Statement of Work, Basis of Payment, Security Requirements Checklist, Insurance Requirements, Mandatory Technical Criteria, Bonded Warehouse Location Certification, Warehouse Temperature Certification, Warehouse Storage Capacity Certification, Advanced Level English Skills Certification, and Standing Offers Reporting.

### **1.2 Summary**

- 1.2.1    Environment and Climate Change Canada requires a bonded freezer storage warehouse to store seized items on an as required basis in the following geographical areas: Vancouver, British Columbia; Toronto, Ontario; Montreal, Quebec; and Halifax, Nova Scotia. The period of the requirement is for a firm two (2)-year and three (3) one (1)-year option periods.
- 1.2.2    The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

### 1.3 Security Requirements

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, offerors should refer to the [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.

### 1.4 Debriefings

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

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The [2006](#) (2018-05-22) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: 60 days  
Insert: 120 days

### 2.2 Submission of Offers

Offers must be submitted to Environment and Climate Change Canada at the address and by the date, time and place indicated on page 1 of the offer solicitation.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to Environment and Climate Change Canada will not be accepted.¶

### 2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions

and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

### **Definitions**

For the purposes of this clause,

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

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

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

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

### **Former Public Servant in Receipt of a Pension**

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES ( ) NO ( )**

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

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

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

### **Work Force Adjustment Directive**

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES ( ) NO ( )**

If so, the Offeror must provide the following information:

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

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

## **2.4 Enquiries - Request for Standing Offers**

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

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

## **2.5 Applicable Laws**

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

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

## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **3.1 Offer Preparation Instructions**

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

Section I:        Technical Offer (1 electronic copy)

Section II: Financial Offer (1 electronic copy)

Section III: Certifications (1 electronic copy)

Section IV: Additional Information (1 electronic copy)

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

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

**Note for electronic submission of bids:**

In order to be considered, bids must be received no later than 1500h (3 p.m.) (Eastern Standard Time) on the date and time indicated on the cover page to herein as the "Closing Date." Bids received after the Closing Date will be considered non-responsive and will not be considered for contract award. Bids submitted by email must be submitted ONLY to the following email address:

Email Address: [ec.soumissions-bids.ec@canada.ca](mailto:ec.soumissions-bids.ec@canada.ca)

Attention: Heidi Noble

Solicitation Number: 5000045374R

Bidders should ensure that their name, address, Closing Date of the solicitation and Solicitation Number are clearly indicated in the body of their email. Bids and supporting information may be submitted in either English or French.

The total size of the email, including all attachments, must be less than 15 megabytes (MB). It is each Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

Bids sent by fax will not be accepted.

It is important to note that emails systems can experience systematic delays and, at times, large attachments may cause systems to hold or delay transmission of emails. It is solely the Bidder's responsibility to ensure that the Contracting Authority receives a bid on time, in the mailbox that has been identified for bid receipt purposes. Date stamps for this form of transmission are not acceptable.

**Section I: Technical Offer**

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

**Section II: Financial Offer**

Offerors must submit their financial offer in accordance with the "Annex B, Basis of Payment".

**Section III: Certifications**

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

**3.1.1 Offeror's Proposed Sites or Premises Requiring Safeguarding Measures**

**3.1.1.1** As indicated in Part 6 under Security Requirements, the Offeror must provide the full addresses of the Offeror's and proposed individuals' sites or premises for which safeguarding measures are required for Work Performance:



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

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

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### **4.1.1 Technical Evaluation**

Except where expressly provided otherwise, the experience described in the offer must be the experience of the Offeror itself (which includes the experience of any companies that formed the Offeror by way of a merger but does not include any experience acquired through a purchase of assets or an assignment of contract). The experience of the Offeror's affiliates (i.e. parent, subsidiary or sister corporations), subcontractors, or suppliers will not be considered.

##### **4.1.1.1 Mandatory Technical Criteria**

Mandatory criteria are assessed on a simple pass/fail basis. Offers that fail to meet any of the mandatory criteria will be considered non-responsive.

Mandatory Technical Criteria is included in Annex E

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 Evaluation of Price Offer**

The price of the offer including option periods will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs and excise taxes included.

#### **4.2 Basis of Selection – Lowest compliant offer**

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

## **5.1 Certifications Precedent to the Issuance of a Standing Offer and Additional Information**

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

### **5.1.1 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 Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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

### **6.1 Security Requirements**

1. Before issuance of a standing offer, the following conditions must be met:
  - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
  - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7A - Standing Offer;
  - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
  - (d) the Offeror's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7A - Standing Offer;
  - (e) the Offeror must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful Offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.

3. For additional information on security requirements, offerors 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 Insurance Requirements

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

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

## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 7.1 Offer

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

#### 7.2 Security Requirements

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

- 7.2.1.1 The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of **Protected B**, issued by the Canadian Industrial Security Directorate(CISD), Public Works and Government Services Canada (PWGSC)

- 7.2.1.2 The Contractor/Offeror personnel requiring access to protected information, assets or work site(s) must EACH hold a valid **Reliability Status**, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC)

- 7.2.1.3 The Contractor must not utilize its Information Technology systems to electronically process, produce or store protected information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of **Protected B**

- 7.2.1.4 Subcontracts which contain security requirements are not to be awarded without the prior written permission of CISD/PWGSC

- 7.2.1.5 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)

#### 7.2.1.6 PHYSICAL SECURITY:

Cargo handling and storage facilities must have physical barriers and deterrents that guard

against unauthorized access. Warehouses should incorporate the following G13-01 Secure Storage Rooms (SSR) physical security criteria throughout their supply chains as applicable.

#### Alarms Systems and/or Video Surveillance Cameras

Alarm systems and video surveillance cameras should be utilized to monitor premises and prevent unauthorized access to cargo handling and storage areas. Retrieval of recorded activities should be maintained for a reasonable period.

#### Building Structure

Buildings must be constructed of materials that resist unlawful entry and protect from outside intrusion. The integrity of structures must be maintained by periodic inspection and repair.

#### Critical Facility Protection Systems

Facility protection systems, such as fire suppression and alarm systems, hazardous gas detection systems, and air scrubbers should be secured and monitored for unauthorized tampering or shut-down by an approved remote alarm company. The integrity of such monitored alarms should be periodically tested.

#### Yard Security

Perimeter fencing should enclose the areas around cargo handling and storage facilities. In the event there is no perimeter fencing, procedural practices to secure the yard from unlawful entry and protection from outside intrusion must be documented.

#### Gates and Gate Houses

Where there are gates through which vehicles and/or personnel enter or exit they must be manned and/or monitored. The number of gates should be kept to the minimum necessary for proper access and safety.

#### Lighting

Adequate lighting must be provided inside and outside the facility including the following areas: entrances and exits, cargo handling and storage areas, fence lines and parking areas.

#### Locking Devices and Key Controls

All external and internal windows, gates and fences must be secured with locking devices. Management or security personnel must control the issuance of all locks and keys.

#### Parking

Private passenger vehicles should be prohibited from parking in or adjacent to cargo handling and storage areas. Visitor parking should be separated from employee and container parking.

#### 7.2.1.7 STANDARD OPERATING PROCEDURES:

Standard operating procedures must be in place to ensure that all documentation and operational requirements are being followed and adhered to in a consistent manner.

#### Cargo Discrepancies

All shortages, overages, and other significant discrepancies or anomalies must be resolved and/or investigated appropriately. ECCC and/or other appropriate law enforcement agencies must be notified if illegal or suspicious activities are detected - as appropriate.

#### Container Seals

Written procedures must stipulate how seals are to be controlled and affixed to loaded containers - to include procedures for recognizing and reporting compromised seals and/or containers to ECCC or the appropriate authority. Only designated employees will distribute container seals for integrity purposes. There will be procedures in place to effectively communicate seal numbers to consignees.

#### Container Storage

Containers must be stored in a secure area to prevent unauthorized access and/or manipulation. Warehouses must put procedures in place for reporting and neutralizing unauthorized entry into containers or container storage areas.

#### Documentation Processing

Procedures must be in place to ensure that all information used in the clearing of merchandise/cargo is legible, complete, accurate, and protected against the exchange, loss or introduction of erroneous information. Documentation is provided to freight forwarders, carriers, consignees by secure means of transmission. Documentation control must include safeguarding computer access and information. Management has review of process and corrective actions if any of the above guidelines are not followed.

#### Manifesting Procedures

To help ensure the integrity of cargo, procedures must be in place to ensure that information received from business partners is reported accurately and timely.

#### Physical Access Controls

Access controls prevent unauthorized entry to facilities, maintain control of employees and visitors, and protect assets. Access controls must include the positive identification of all employees, visitors, and vendors at all points of entry. Warehouses must establish secured waiting areas where drivers can be identified and allowed limited access for confirmed pick ups and deliveries.

#### Shipping & Receiving

Arriving cargo must be reconciled against information on the cargo manifest. The cargo must be accurately described, and the weights, labels, marks and piece count indicated and verified. Departing cargo must be verified against purchase or delivery orders. Drivers delivering or receiving cargo must be positively identified before cargo is received or released.

### 7.2.1.8 EMPLOYEES (PERSONNEL):

#### Security Training and Threat Awareness

A threat awareness program should be established and maintained by security personnel to recognize and foster awareness of the threat posed at each point in the supply chain. Employees must be made aware of the procedures the company has in place to address a situation and how to report it. Additional training should be provided to employees in the shipping and receiving areas, as well as those receiving and opening mail. Additionally, specific training should be offered to assist employees in maintaining cargo integrity, recognizing internal conspiracies, and protecting access controls. These programs should offer incentives for active employee participation.

#### Personnel Security/ Background checks / investigations

Processes must be in place to screen prospective employees and to periodically check current employees. An employee identification system must be in place for positive identification and access control purposes. Employees should only be given access to those secure areas needed for the performance of their duties. Company management or security personnel must adequately control the issuance and removal of employee, visitor and vendor identification badges. Warehouses must establish procedures for the issuance;

removal and changing of access devices (e.g. keys, key cards, etc.) must be documented.

#### Pre-Employment Verification

Application information, such as employment history and references must be verified prior to employment. To extent authorized by PSPC, warehouses conduct employment screening, background checks, and thorough interviewing prior to hire.

#### Personnel Termination Procedures

Companies must have procedures in place to remove identification, facility, and system access for terminated employees.

#### Education and Awareness Training

Warehouse provides employees with procedures manuals covering process supporting all supply chain activities.

Warehouse provides periodic internal training programs covering warehouse activities including the importance of maintaining cargo integrity

### **7.2.2 Offeror's Sites or Premises Requiring Safeguarding**

7.2.2.1 Where safeguarding measures are required in the performance of the Work, the Offeror must diligently maintain up-to-date the information related to the Offeror's and proposed individuals' sites or premises for the following addresses:

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

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

### **7.3 Standard Clauses and Conditions**

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

#### **7.3.1 General Conditions**

2005 (2018-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

#### **7.3.2 Standing Offers Reporting**

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex J entitled "Standing Offers Reporting". If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

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

The quarterly reporting periods are defined as follows:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30
- third quarter: October 1 to December 31
- fourth quarter: January 1 to March 31

The data must be submitted to the Standing Offer Authority no later than 30 calendar days after the end of the reporting period.

#### **7.4 Term of Standing Offer**

##### **7.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from date of award for a two-year period.

##### **7.4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional three (3) one (1)-year option periods under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority fifteen (15) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

#### **7.5 Authorities**

##### **7.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Heidi Noble  
Title: Procurement and Contracting Services  
Organization: Environment and Climate Change Canada  
Address: 867 Lakeshore Road, Burlington, Ontario L7S 1A1

Telephone: 905-319-6982

Email address: [heidi.noble@canada.ca](mailto:heidi.noble@canada.ca)

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

##### **7.5.2 Project Authority**

The Project Authority for the Standing Offer is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Email address: \_\_\_\_\_

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

### 7.5.3 Offeror's Representative

The Offeror's Representative for the Standing Offer is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Email 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 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is the Project Authority.

### 7.8 Call-up Procedures

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

#### 7.8.1 Standing Offer Ranking List (SORL)

A right of first refusal ranking applies to all call-ups

The ranking of offerors is as follows:  
(To be completed at RISO issuance)

The authorized user must contact the highest-ranked offeror in the geographical location required to determine if the requirement can be satisfied by that offeror. If the highest-ranked offeror is able to meet the requirement, a call-up must be issued to that offeror.

If the highest-ranked offeror is unable to meet the requirement, the Authorized User will contact the second-ranked offeror in the geographical location required. If the second-ranked offeror is able to meet the requirement, a call-up must be issued to the second-ranked offeror

If the second-ranked offeror is unable to meet the requirement, the Authorized User will contact the third-ranked offeror in the geographical location required.

### 7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below.



1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
  - PWGSC-TPSGC 942 Call-up Against a Standing Offer
  - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
  - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
  - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
  - standing offer number;
  - statement that incorporates the terms and conditions of the Standing Offer;
  - description and unit price for each line item;
  - total value of the call-up;
  - point of delivery;
  - confirmation that funds are available under section 32 of the Financial Administration Act;
  - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

#### **7.10 Limitation of Call-ups**

Individual call-ups against the Standing Offer must not exceed the standing offer value (Applicable Taxes included).

#### **7.11 Financial Limitation**

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$\_\_\_\_\_ to *insert at contract award (Applicable Taxes excluded)* unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or \_\_\_\_\_ months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

#### **7.12 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2005](#) (2018-06-21) General Conditions - Standing Offers - Goods or Services
- d) Annex A, Statement of Work;

- e) Annex B, Basis of Payment;
- f) Annex C, Security Requirements Check List;
- g) Annex D, Insurance Requirements;
- h) Annex E, Mandatory Technical Criteria;
- i) Annex F, Bonded Warehouse Location Certification;
- k) Annex G, Warehouse Temperature Certification;
- l) Annex H, Warehouse Storage Capacity Certification;
- m) Annex I, Advanced Level English Skills Certification;
- n) Annex J, Standing Offers Reporting; and
- o) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on \_\_\_\_\_" or "as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s) if applicable*).

## **7.13 Certifications and Additional Information**

### **7.13.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

### **7.14 Applicable Laws**

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

## **B. RESULTING CONTRACT CLAUSES**

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

### **7.1 Statement of Work**

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

### **7.2 Standard Clauses and Conditions**

#### **7.2.1 General Conditions**

**2010B** (2018-06-21) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

### **7.3 Term of Contract**

#### **7.3.1 Period of the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one-year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least fifteen (15) calendar days before the expiry date of the Contract. The option may only be exercised by

the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

### **7.3.2 Delivery Date**

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

### **7.4 Proactive Disclosure of Contracts with Former Public Servants**

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

### **7.5 Payment**

#### **7.5.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s) as specified in Annex B. Customs duties are included and applicable taxes extra.

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

#### **7.5.2 Limitation of Price**

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

#### **7.5.3 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.

### **7.6 Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## **7.7 Insurance Requirements**

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

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

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

**ANNEX "A"**  
**STATEMENT OF WORK**

**Purpose**

Environment and Climate Change Canada's (ECCC) Wildlife Enforcement Directorate (WED) requires a contractor to provide a one-stop shop for cartage unpacking/repacking and bonded freezer storage solutions throughout Canada. Items in storage are detained for law enforcement purposes.

**Objective:**

The Contractor must be able to coordinate the pickup, transportation, unpacking, storage, and destruction of large volumes of frozen goods arriving by air, rail or sea. Storage must be in a controlled environment where access and egress is regulated. ECCC-WED requires a contractor to provide storage services on an as and when requested basis.

**Background:**

ECCC-WED routinely undertakes international, multi-regional investigations that can result in long-term detentions of large quantities of perishable frozen food stuffs comprised of endangered species. The balance of the detentions occur at ports of entry into the country (ie. Vancouver, Toronto, Montreal, and Halifax). The location of import necessitates the engagement of bonafide, reliable cold storage warehouse services located within the vicinity of the entry point to Canada.

ECCC-WED has criminal and civil liabilities associated with the proper storage of these goods. Detentions are considered evidence and as such require secure bonded warehouses with access and egress being monitored and recorded. The Contractor must be in compliance with the Customs Bonded Warehouses Regulations [Customs Bonded Warehouse Regulations](#). The goods are required to be kept at a constant -18 degrees centigrade so as not to spoil and finally, the goods may require long-term storage to allow for lengthy court proceedings that may exceed two years. ECCC requires storage of several containers up to 40 ft.(2,389 cubic ft) in size that do not arrive at fixed intervals and on short notice. This unpredictability results in multiple shipments of varying sizes, arriving at different locations, and dates throughout the year necessitating long term storage with in-and-out provisions over multiple years.

**Geographical Areas:**

Only offerors that operate in one or more of the following geographical areas will be considered:

Geographical Area 1:  
Vancouver, British Columbia

Geographical Area 2:  
Toronto, Ontario

Geographical Area 3:  
Montreal, Québec

Geographical Area 4:  
Halifax, Nova Scotia

**Tasks and Deliverables:**

At the direction of an Enforcement Officer employed with ECCO-WED, the Contractor must:

- a. As required, arrange for transportation and attend a port, railyard or aerodrome to retrieve and transport varying sizes of goods up to and including 40 foot sea cargo containers;
- b. De-stuff and palletize all contents;
- c. Electronically itemize each item prior to storage;
- d. Store the goods at -18 degrees Celsius in a secure area in a bonded warehouse;
- e. Maintain access logs;
- f. Arrange for the pickup and disposal of detained goods;
- g. Report all substantial interruptions of the required storage temperature to the Technical Authority immediately; and

**Official Language:**

The Offeror's representatives must be able to communicate efficiently in English at an advanced level. Refer to Annex I, Advanced Level English Skills Certification.

**ANNEX "B"**

**BASIS OF PAYMENT**

In respect of the "Number of Containers" listed in the tables below, the quantity of 1 is for evaluation purposes only during the solicitation process and does not represent the actual quantity required. Environment and Climate Change Canada requires a bonded freezer storage warehouse to store seized items on an as required basis.

Prices for any other associated costs, not listed in Annex B, Basis of Payment will be in accordance with the Contractor's current price list at the time of the service. The Contractor must provide a copy of its current price list to the Project Authority upon contract award and upon updates to the price list.

The Contractor must provide a price for storage, transportation, and loading, shipping and disposal to be considered compliant.

<b>Bonded Warehouse Storage</b>		
<b>Initial Standing Offer Period – Two-year period from standing offer award</b>		
<b>Please provide a price for each requirement based on the following:</b>		
<b>1 container</b>		
<b>40 ft/2,389 cubic feet</b>		
<b>18,000 kg</b>		
<b>Unloading, Palletizing and Storage</b>		
Number of Containers	Number of Months	Price
1	24	\$ _____
<b>Transportation</b>		
Number of Containers	KM from Port of Entry	Price
1	150 KM max (price per container per km)	\$ _____
<b>Re-loading, Transportation, and Disposal Fee</b>		
Number of Containers	Number of Times	Price
1	1	\$ _____
<b>Total Price for Initial Standing Offer Period</b>	<b>\$ _____ applicable taxes extra.</b>	

<b>Bonded Warehouse Storage</b>		
<b>Option Period One – One-year period following the Initial Standing Offer Period</b>		
<b>Please provide a price for each requirement based on the following:</b> <b>1 container</b> <b>40 ft/2,389 cubic feet</b> <b>18,000 kg</b>		
<b>Unloading, Palletizing and Storage</b>		
Number of Containers	Number of Months	Price
1	12	\$ _____
<b>Transportation</b>		
Number of Containers	KM from Port of Entry	Price
1	150 KM max (price per container per km)	\$ _____
<b>Re-loading, Transportation, and Disposal Fee</b>		
Number of Containers	Number of Times	Price
1	1	\$ _____
<b>Total Price for Option Period One</b>	<b>\$ _____ applicable taxes extra.</b>	



<b>Bonded Warehouse Storage</b>		
<b>Option Period Two – One-year period following Option Period One</b>		
<b>Please provide a price for each requirement based on the following:</b>		
<b>1 container</b>		
<b>40 ft/2,389 cubic feet</b>		
<b>18,000 kg</b>		
<b>Unloading, Palletizing and Storage</b>		
Number of Containers	Number of Months	Price
1	12	\$ _____
<b>Transportation</b>		
Number of Containers	KM from Port of Entry	Price
1	150 KM max (price per container per km)	\$ _____
<b>Re-loading, Transportation, and Disposal Fee</b>		
Number of Containers	Number of Times	Price
1	1	\$ _____
<b>Total Price for Option Period Two</b>	<b>\$ _____ applicable taxes extra.</b>	

<b>Bonded Warehouse Storage</b>		
<b>Option Period Three – One-year period following Option Period Two</b>		
<b>Please provide a price for each requirement based on the following:</b>		
<b>1 container</b>		
<b>40 ft/2,389 cubic feet</b>		
<b>18,000 kg</b>		
<b>Unloading, Palletizing and Storage</b>		
Number of Containers	Number of Months	Price
1	12	\$ _____
<b>Transportation</b>		
Number of Containers	KM from Port of Entry	Price
1	150 KM max (price per container per km)	\$ _____
<b>Re-loading, Transportation, and Disposal Fee</b>		
Number of Containers	Number of Times	Price
1	1	\$ _____
<b>Total Price for Option Period Three</b>	<b>\$ _____ applicable taxes extra.</b>	

ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST



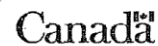
Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	2. Branch or Directorate / Direction générale ou Direction	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail <b>PROVIDE BONDED COLD STORAGE SERVICES, PICKUP, DELIVERY &amp; DISPOSAL.</b>		
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 <b>ACCESS - PHYSICAL - LOADING / UNLOADING</b>		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. <b>TO ADD / MODIFY / TRANSPORT GOODS</b> Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	
Foreign / Étranger <input type="checkbox"/>		
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable / À ne pas diffuser <input checked="" 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 checked="" 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 / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / 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





Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

<b>PART A (continued) / PARTIE A (suite)</b>	
8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sensibilité :	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui <b>CROWN DETAINABLE EVIDENCE</b>
9. Will the supplier require access to extremely sensitive INFOSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  Short Title(s) of material / Titre(s) abrégé(s) du matériel : Document Number / Numéro du document :	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
<b>PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)</b>	
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"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS	<input type="checkbox"/> SECRET SECRET
	<input type="checkbox"/> NATO SECRET NATO SECRET
	<input type="checkbox"/> TOP SECRET TRÈS SECRET
	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
Special comments: Commentaires spéciaux : <b>CRIMINAL RECORDS CHECK.</b>	
NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.	
10. b) May unscreened personnel be used for portions of the work? Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté?	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui <b>UNARMED ESCORT</b>
<b>PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)</b>	
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? <b>WILL BE REQUIRED TO SECURE EVIDENCE</b>	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
11. b) Will the supplier be required to safeguard COMSEC information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
<b>PRODUCTION</b>	
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?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
<b>INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)</b>	
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?	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui

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

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET
							A	B	C		A	B	C			
Information / Assets Renseignements / Biens Production	✓	X														
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).

**NOTE:** ASSETS STORED ARE CONSIDERED EVIDENCE.  
DISSEMINATION OF THE IMPORTER/EXPORTER  
NAME COULD UNOCCASIONALLY JEOPARDISE ONGOING  
INVESTIGATIONS.



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

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) <b>Andre Lupert</b>	Title - Titre <b>A/REGIONAL DIRECTOR</b>	Signature 	
Telephone No. - N° de téléphone <b>905-319-6966</b>	Facsimile No. - N° de télécopieur <b>905-319-6976</b>	E-mail address - Adresse courriel <b>andre.lupert@canada.ca</b>	Date <b>25/07/19</b>
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) <b>Linda Carriere</b>	Title - Titre <b>Manager, Regional Security, West and North</b>	Signature 	Digitally signed by: Carriere, Linda DN: CN = Carriere, Linda, C = CA, O = GC OU = EC-EC Date: 2019.09.20 14:58:32 -0700
Telephone No. - N° de téléphone <b>604-666-6984</b>	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel <b>linda.carriere@canada.ca</b>	Date <b>Sept.20/19</b>
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No / <input type="checkbox"/> Yes Non / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

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Security Classification / Classification de sécurité

Canada

**ANNEX "D"**

**INSURANCE REQUIREMENTS**

**Commercial General Liability Insurance**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - 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. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
  - o. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
  - p. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
  - q. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

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

**For other provinces and territories, send to:**

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

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



**ANNEX E**

**MANDATORY TECHNICAL CRITERIA**

Number	Criterion	Met/Not Met	Page Number
MT1	<p>The Offeror must operate a bonded warehouse which is defined as a place that is licensed as a bonded warehouse by the Minister of Public Safety and Emergency Preparedness under subsection 91(1) of the <i>Customs Tariff</i>, (<i>entrepôt de stockage</i>).</p> <p><b>Environment and Climate Change Canada reserves the right to request proof of licence prior to contract award.</b></p>		
MT2	<p>The Offeror must operate a bonded warehouse located in one or more of the following geographical areas.</p> <p><u>Geographical Area 1</u> Vancouver, British Columbia</p> <p><u>Geographical Area 2</u> Toronto, Ontario</p> <p><u>Geographical Area 3</u> Montreal, Québec</p> <p><u>Geographical Area 4</u> Halifax, Nova Scotia</p> <p><b>The Offeror must complete Annex F, Bonded Warehouse Location Certification.</b></p>		
MT3	<p>The Offeror must certify that its warehouse can maintain a constant temperature of -18 degrees Celsius.</p> <p><b>The Offeror must complete Annex G, Warehouse Temperature Certification.</b></p>		
MT4	<p>The Offeror must certify that it has the capability to arrange reliable transportation and the capacity to store up to 140 tons (20,000 cubic ft.) of frozen products at one time.</p> <p><b>The Offeror must complete Annex H, Warehouse Storage Capacity Certification.</b></p>		
MT5	<p>The Offeror must certify that the Offeror and all of its resource(s) that will</p>		

	<p>communicate with ECCC under a resulting contract possess advanced level English skills, oral, comprehension and written as defined in the legend at Annex I.</p> <p><b>The Offeror must complete Annex I, Advanced Level English Skills Certification.</b></p>		
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**ANNEX F**

**BONDED WAREHOUSE LOCATION CERTIFICATION**

**(complete one for each location)**

Company Name

---

Address of Warehouse

---

(unit number, street number, and name)

City, Province, and Postal Code

---

**ANNEX G**

**WAREHOUSE TEMPERATURE CERTIFICATION**

**(complete one for each location)**

The Offeror certifies that should it be awarded a standing offer as a result of this offer solicitation, that its warehouse can maintain a constant temperature of -18 degrees Celsius. In order to demonstrate compliance with this mandatory certification, the Offeror must complete, sign and submit the following certification with its offer.

Name of the Offeror: \_\_\_\_\_

Signature of the Offeror: \_\_\_\_\_

Solicitation Number: \_\_\_\_\_

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

**ANNEX H**

**WAREHOUSE STORAGE CAPACITY CERTIFICATION**

**(complete one for each location)**

The Offeror certifies that should it be awarded a standing offer as a result of this offer solicitation, that it has the capability to arrange reliable transportation and the capacity to store up to 140 tons (20,000 cubic ft.) of frozen products at one time. In order to demonstrate compliance with this mandatory certification, the Offeror must complete, sign and submit the following certification with its offer.

Name of the Offeror: \_\_\_\_\_

Signature of the Offeror: \_\_\_\_\_

Solicitation Number: \_\_\_\_\_

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

**ANNEX I**

**ADVANCED LEVEL ENGLISH SKILLS CERTIFICATION**

The Offeror certifies that should it be awarded a standing offer as a result of this offer solicitation, that the Offeror and all of its resource(s) that will communicate with ECCC under a resulting contract possess advanced level English skills, oral, comprehension and written as defined in the legend below. In order to demonstrate compliance with this mandatory certification, the Offeror must complete, sign and submit the following certification with its proposal.

<b>Legend</b>	<b>Oral</b>	<b>Comprehension</b>	<b>Written</b>
<b>Advanced</b>	A person speaking at this level can: <ul style="list-style-type: none"><li>• support opinions; and understand and express hypothetical and conditional ideas</li></ul>	A person reading at this level can: <ul style="list-style-type: none"><li>• understand most complex details, inferences and fine points of meaning; and</li><li>• have a good comprehension of specialized or less familiar material.</li></ul>	A person writing at this level can: <ul style="list-style-type: none"><li>• write texts where ideas are developed and presented in a coherent manner.</li></ul>

Name of the Offeror: \_\_\_\_\_

Signature of the Offeror: \_\_\_\_\_

Solicitation Number: \_\_\_\_\_

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

**ANNEX J**

**STANDING OFFERS REPORTING**

<b>Date of Call-up</b>	<b>Service Provided</b>	<b>Work Completion Date</b>	<b>Quantity</b>	<b>Price</b>	<b>Total</b>