



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

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**Department of Foreign Affairs, Trade  
and Development (DFATD)**  
Ministère des Affaires étrangères, commerce  
et développement (MAECD)

**Request for Proposal  
Demande de proposition**  
**proposal to:** Department of Foreign Affairs  
Trade and Development.

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 here to, the  
goods, services, and construction listed  
herein and on any attached sheets at the  
price(s) set out therefor.

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

**Comments — Commentaires:**

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

**Issuing Office – Bureau de distribution**  
Foreign Affairs, Trade and Development /  
Affaires étrangères, commerce et  
développement  
200 Promenade du Portage  
Gatineau, QC

<b>Title — Sujet:</b> The Foreign Service Directives (FSD) Loss and Damage Claims	
Solicitation No. — N° de l'invitation <b>20-165088</b>	Date: <b>November 16, 2020</b>
Sollicitation Closes — L'invitation prend fin	
At / à: <b>2:00 PM</b>	Time Zone — Fuseau horaire EDT ( Eastern Daylight Saving Time)
On / le <b>December 29, 2020</b>	
F.O.B. — F.A.B.	
<b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other — Autre:</b> <input type="checkbox"/>	
Address Enquiries to — Addresser toutes questions à: Name : Natalie Rassi E-Mail : <a href="mailto:Natalie.rassi@international.gc.ca">Natalie.rassi@international.gc.ca</a>	
Telephone No. – No de téléphone: <b>(343) 203-1315</b>	FAX No. – No de télécopieur :
Destination of Goods and or Services/Destination – des biens et ou services: Department of Foreign Affairs, Trade and Development (DFATD)/ <b>Ministère des Affaires étrangères, commerce et développement (MAECD)</b>	
Vendor/Firm Name and Address — Raison sociale et adresse du fournisseur/de l'entrepreneur:	
Telephone No. – No de téléphone:	FAX No. – No 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 Electronic Payment Instruments, and the Federal Contractors Program for Employment Equity – Certification.

### **1.2 Summary**

The Contractor must administer claims for loss and/or damages to household effects (HHE) and private motor vehicles (PMVs) on behalf of the Department of Foreign Affairs, Trade and Development (DFATD) in accordance with the Foreign Service Directives (FSDs). The FSDs are the system of benefits and allowances which apply to employees being posted abroad on behalf of the Government of Canada. Within the FSDs, there is FSD 15-Relocation which provides for the shipment of HHE and PMVs to and from Canada, and in between international locations if required, as well as storage in the National Capital Region (NCR). FSD 15 also includes specific insurance coverage for effects being shipped/stored at public expense. DFATD self-insures for loss and/or damage to HHE and PMVs and puts in place a contract with a third party for the administration of claims.

"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".

"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."

### **1.3 Debriefings**



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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](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days

Insert: 120 days

### **2.2 Submission of Bids**

Bids must be submitted only to the Department of Foreign Affairs, Trade and Development (DFATD) Bid Inbox by the date, time and place indicated on page 1 of the bid solicitation.

Note: Bids will not be accepted if sent directly to the Contracting Authority. Bids transmitted by facsimile (Fax) to DFATD will also not be accepted.

### **2.3 Former Public Servant**

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

Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

### **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 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 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

- a) Copies of Bid: Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid  
Section II: Financial Bid  
Section III: Certifications  
Section IV: Additional Information

Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (one (1) electronic copy)  
Section II: Financial Bid (one (1) electronic copy)  
Section III: Certifications (one (1) electronic copy)  
Section IV: Additional Information (one (1) electronic copy)

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



**Section I: Technical Bid**

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

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

**Section II: Financial Bid**

**3.1.1** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B".

**3.1.2 Electronic Payment of Invoices – Bid**

Electronic Payment of Invoices- The Bidder will be paid by the following Electronic Payment Instrument(s): direct deposit.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

**3.1.3 Exchange Rate Fluctuation**

C3011T (2013-11-06) Exchange Rate Fluctuation

**3.1.4 SACC Manual Clauses**

**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.

**4.1.1 Technical Evaluation**

**4.1.1.1. Mandatory Technical Criteria**

Criteria Number	Evaluation Criteria	Bid Preparation Instructions
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MT1	<p>The bidder must demonstrate it has experience in implementing, administering and handling of at least three (3) claims administration projects for *external clients, from September 1, 2014 to September 1, 2020.</p> <p>*External client refers to a client that is external to the Supplier's own organization. (Parent companies, affiliates, and subsidiaries are considered internal)</p>	<p>In order to demonstrate the acquired experience for each of the three (3) projects, the Bidder must provide the following information:</p> <ul style="list-style-type: none"> <li>i. the name of client organization to whom the services were rendered;</li> <li>ii. the description of the work performed;</li> <li>iii. the period (month/year to month/year) from which the services were provided.</li> </ul> <p>The following information must be provided: A substantiation reference: An acceptable substantiation reference is defined as a client reference who may be contacted, at Canada's discretion, to confirm the Bidder has previously provided the services identified. For each substantiation reference, the bidder must provide the following information: Contact Name, Contact Telephone number and contact e-mail address (if available).</p>
MT2	<p>The bidder must demonstrate the following for each of the three (3) projects listed in M1 within a 12 month period:</p> <ul style="list-style-type: none"> <li>(a) a minimum of 200 claims</li> <li>(b) minimum loss adjusted settlement value of \$200,000.00.</li> </ul>	<p>In order to demonstrate the acquired experience, the bidder must provide the following for each claims project:</p> <ul style="list-style-type: none"> <li>i. the number of claims processed</li> <li>ii. the aggregate settlement value of the claims.</li> </ul>
MT3	<p>The bidder must demonstrate it has processed a minimum total of 50 storage claims concerning the loss of personal or household effects.</p>	<p>In order to demonstrate the acquired experience, the bidder must provide the following:</p> <ul style="list-style-type: none"> <li>i. the total number claims processed for the applicable project(s)</li> </ul>
MT4	<p>The Bidder must demonstrate it has experience in two (2) of the following types of claims:</p> <ul style="list-style-type: none"> <li>(a) storage; or</li> <li>(b) air transportation; or</li> <li>(c) marine transportation, or</li> <li>(d) road transportation claims.</li> </ul>	<p>In order to demonstrate the acquired experience, the bidder must provide the following:</p> <ul style="list-style-type: none"> <li>i. The type(s) of claims provided for each applicable project</li> </ul>
MT5	<p>The Bidder must demonstrate it has issued at least 200 cheques within a twelve (12) month period for the settlement and payment of claims for at least one (1) of the three (3) projects listed in M1.</p>	<p>In order to demonstrate the acquired experience, the bidder must provide the following:</p> <ul style="list-style-type: none"> <li>i. The number cheques issued for the applicable project(s)</li> </ul>
MT6	<p>The Bidder must demonstrate it has involved the services of an insurance adjuster.</p>	<p>In order to demonstrate the acquired experience, the bidder must provide the following:</p> <ul style="list-style-type: none"> <li>i. A detailed description of the role and responsibilities of the insurance loss adjuster in regards to the applicable claims project</li> </ul>
MT7	<p>The bidder must demonstrate it has experience in the handling of the repair and/or restoration of damaged items in at least three (3) of following categories:</p> <ul style="list-style-type: none"> <li>(a) Furnishings</li> <li>(b) electronics</li> <li>(c) appliances</li> <li>(d) artwork</li> <li>(e) vehicles</li> <li>(f) catastrophe restoration.</li> </ul>	<p>In order to demonstrate the acquired experience, the bidder must provide the following:</p> <ul style="list-style-type: none"> <li>i. the item's category and description of the repair or restoration.</li> </ul>





MT8	<p>The bidder must propose one of each of the following resources:</p> <p>a) at least one Claims Examiner with a minimum of three (3) years in insurance claims examination/processing and;</p> <p>b) one (1) senior employee with a minimum of ten (10) years' experience in claims examination and processing supervision to oversee the account.</p>	<p>In order to demonstrate the acquired experience, the bidder must provide the following: The resumé of each of the resources.</p>
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## 4.2 Basis of Selection

### 4.2.1 Mandatory Technical Criteria

SACC Manual Clause [A0031T](#)(2010-08-16) Basis of Selection – Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

## PART 5 – CERTIFICATIONS

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.

### 5.2 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.

### 5.2.2 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.

## PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

### 6.1 Security Requirements

1. At the date of bid closing, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work 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;

2. 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 SACC Manual Clauses

6.3 Insurance Requirements  
SACC Manual clause [G1005C\(2016-01-08\)](#) Insurance.

## PART 7 - RESULTING CONTRACT CLAUSES



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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".

## 7.2 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 (2020-05-28), General Conditions - Higher Complexity - Services, 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 the Contract Security Program) apply and form part of the Contract.

1. The contractor/offeror must, at all times during the performance of the contract/standing offer, hold a valid designated organization screening (DOS) with approved Document Safeguarding at the level of **protected A**, issued by the CSP of the ISS, PSPC
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 CSP/ISS/PSPC
3. The Contractor **must not** utilize its Information Technology systems to electronically process, produce or store **protected** information until the CSP/ISS/PSPC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of **protected A**
4. Subcontracts which contain security requirements are **not** to be awarded without the prior written permission of the CSP/ISS/PSPC
5. The contractor/offeror must comply with the provisions of the:
  1. Security Requirements Check List and security guide, attached at Annex C.
  2. Industrial Security Manual (Latest Edition)

## 7.4 Term of Contract

### 7.4.1 Period of the Contract

The period of the Contract is from date of Contract to December 31, 2023 inclusive.

### 7.4.3 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least calendar 10 days before the expiry date of the Contract. The option may only be exercised by the



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

## **7.5      Authorities**

### **7.5.1    Contracting Authority**

The Contracting Authority for the Contract is:

Name: Natalie Rassi  
Title: Senior Contracting Officer  
Department: Department of Foreign Affairs, Trade and Development  
Address: 200 Promenade du Portage, Gatineau, QC  
E-mail address: [Natalie.rassi@international.gc.ca](mailto:Natalie.rassi@international.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: (At Contract Award)

Name:  
Title:  
Department: Department of Foreign Affairs, Trade and Development  
Address: 200 Promenade du Portage, Gatineau, QC  
Telephone:  
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 (At Contract Award)**

Name  
Title:  
Company:  
Address:  
Telephone:  
**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: 2019-01](#) of the Treasury Board Secretariat of Canada.

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

### Definitions

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

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

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

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



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## 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: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

## Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

## **7.7 Payment**

### **7.7.1 Basis of Payment**

### **7.7.2 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are excluded and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being



exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or
- b. four 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.

#### **7.7.5 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);

#### **7.7.6 Discretionary Audit**

The following are subject to government audit before or after payment is made:

- a. The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
- b. The accuracy of the Contractor's time recording system.
- c. The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is reasonable and justifiable based on the estimated amount of profit included in earlier price or rate certification(s).
- d. Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.

Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any over payment, the Contractor must repay Canada the amount found to be in excess.

#### **7.7.7 Method of Payment**

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

- i. 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;
- ii. all such documents have been verified by Canada;
- iii. the Work performed has been accepted by Canada.



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## 7.8 Invoicing Instructions

The Contractor must submit invoices in accordance with the following instructions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must specify the following:

- a. Company name, address,
- b. Client address;
- c. Date of the invoice;
- d. Contract Number;
- e. Total dollar amount;
- f. Copy of the release document and any other relevant document
- g. Copy of the invoices, receipts, vouchers for all direct expenses;
- h. Copy of the monthly progress report.

Applicable Taxes must be calculated on the total amount of the invoice.

Invoices must be distributed as follows:

1. One (1) copy must be forwarded to the Project 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.

## 7.10 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 general conditions 2035 (2020-05-28)- Higher Complexity - Services
- (c) Annex A, Statement of Work
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List
- (f) the Contractor's bid dated \_\_\_\_\_,





## 7.12 Foreign Nationals

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

## 7.13 Insurance

SACC Manual clause [G1005C](#) (2016-01-08) Insurance - No Specific Requirement

## 7.14 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".



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## ANNEX "A" STATEMENT OF WORK

### LOSS AND DAMAGE CLAIMS ADMINISTRATION FOREIGN SERVICE DIRECTIVES

#### A. BACKGROUND

##### A1 Foreign Service Directives:

A1.01 The Foreign Service Directives (FSDs), as amended from time to time, were developed in partnership by the Department of Foreign Affairs, Trade and Development (DFATD), Treasury Board Secretariat and bargaining agent representatives and approved by the National Joint Council (NJC). Its provisions form part of the collective agreements of the participating parties under the By-Laws of the NJC. The provisions also apply to persons not covered by collective agreements as indicated in the Directive or by DFATD policy.

A1.02 FSD 15 – Relocation prescribes the procedures and coverage related to damage and loss to personal effects and personal motor vehicles, in transit from Ottawa to foreign posts, from foreign posts to Ottawa and between foreign posts and while in long-term storage in Canada.

A1.03 The FSDs are subject to cyclical review. The timing of the cyclical review is determined by the NJC. The version of the FSDs in place at the time of settlement of the claim shall apply to this contract.

A1.04 Where the FSDs are unclear, industry practice is considered to be the guideline.

A1.05 The provisions of the loss/damage directive apply to the authorized transportation/storage of household goods and vehicles for employees of other government departments/agencies for which there is an agreement between DFATD and the OGD/Agency for DFATD to administer the Foreign Services Directives on behalf of the OGD/Agency.

##### A2 Estimated number of Files, Claims and Payments:

A2.01 The average number of files created annually is 381.

A2.02 The estimated number of payments per year is 434 as multiple payments may be made for the same claim. Claims relate to damage or loss of personal, household effects and vehicles in storage or in-transit for which road, sea or air is the mode of transport.

A2.03 The average annual payouts to claimants is \$1150.00 per claim.

##### A3 Catastrophic Damage or Loss

A3.01 The Government of Canada has contracted for catastrophic insurance coverage for personal effects in long-term storage. In the event of a catastrophic loss, the Contractor shall be responsible, in cooperation with the insurer, to ensure fair settlement of claims on behalf of affected employees. Note that employees with goods in storage are resident abroad and may not have the opportunity to inspect damage and that employees have the right to claim through the Contractor for any difference between the settlement by the insurer and coverage specified in the FSD.

##### A4 Definitions

FSD - Foreign Services Directive

NJC - National Joint Council

PMV - Personal motor Vehicle

HHE - Household effects

DFATD – Department of Foreign Affairs, Trade & Development.

NCR - National Capital Region



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## **B. REQUIREMENTS (DELIVERABLES)**

### **B1 Processing Claims**

B1.01 The Contractor must accept and process claims for loss and damage from foreign service employees in respect of:

- (a) long term storage in Canada (in most cases in NCR) and transport to or from the employee's residence;
- (b) transit between Canada (normally NCR) and foreign locations, including transport from or to the employee's residence;
- (c) transit between foreign locations and Canada (normally NCR) including transport from or to the employee's residence at either end;
- (d) transit between foreign locations including transport from and to the employee's residence at either end;
- (e) loss or damage to employees' household effects (HHE) occasioned by a natural disaster, civil unrest or emergency evacuation;
- (f) shipment of employees' dependent children's personal effects for purposes of schooling authorized under the FSD;
- (g) loss/damage to employees Personal Motor Vehicle (PMV);
- (h) damage or loss to HHE approved for shipment pursuant to the supplementary and/or subsequent shipment provisions of the relocation FSD.

### **B2 Adjusting Claims**

B2.01 The Contractor must adjust claims in accordance with the provisions, exclusions and limitations as set out in the Foreign Service Directives (FSDs) and in accordance with the following guidelines:

- a) for claims from \$0.01 to \$499.99, telephone or desk adjustment of claims;
- b) for claims from \$500 to \$1,999.99, telephone or desk adjustment of claims wherever possible, except that local on-site Claims Assessors should be employed wherever furniture repairs are involved or where there is a question as to whether damage is related to the relocation;
- c) for claims from \$2,000 to \$4,999.99, the Contractor must engage the services of Assessors to provide repair estimates or undertake repairs unless the Contractor can substantiate that this service is not required;
- d) for claims over \$5,000, a loss-adjustment report must be prepared, unless the Contractor can demonstrate that loss adjusting services are not required. In support of this recommendation the Contractor must submit a report prepared by the local on-site Claims Assessors; and
- e) Claims Assessors may be defined as entities that are not officially licensed as Claims Adjusters, but have demonstrated a minimum of two (2) years consecutive experience in the handling and processing of property, transportation and storage claims in the assessment of damage and repair of personal property and household goods. Claims assessors are also well versed with insurance industry claims settlement processes and procedures.

### **B3 Settlement of Cheques**

B3.01 The Contractor must issue settlement cheques to employees as follows:

- a) for claims up to and including \$5,000.00, the Contractor must issue settlement cheques to employees, in accordance with the provisions of the Foreign Service Directives. Settlement time normally should



not exceed 10 working days after receipt of the required documentation, i.e. employee's claim documentation including receipts and, when applicable, copies of adjuster reports, repair estimates or other necessary documentation;

- b) for claims over \$5,000.00, the Contractor must submit a claim to the Project Authority in writing for authorization prior to settlement with the employee. The claim should include all relevant supporting claims documentation. Processing time prior to submission for authorization should normally not exceed 10 working days after receipt of the required documentation, i.e. Employee's claim documentation including receipts and, when applicable, copies of adjuster reports, repair estimates or other necessary documentation. Processing time after authorization should not normally exceed 5 working days.

**B4 Subrogation and Salvage**

B4.01 The Contractor must pursue subrogation and salvage where appropriate:

- (a) subrogation is the financial recovery from a third party for their legal and/or assessed liability for the property loss;
- (b) salvage is disposal of household effects/property of the employee when the item is replaced and/or the insured is given a depreciated cash value settlement;
- (c) the Contractor may retain 50% of both subrogation and salvage as incentive, and;
- (d) with regard to salvage, the Contractor or their authorized agent must act as the selling agent for the Crown.

**B5 Communication**

B5.01 The Contractor must provide, on a global access basis, a toll free telephone communication facility and/or a collect telephone response service between the hours of 08:00 to 16:00 EST (Monday to Friday), e-mail access, and access to an internet website. The internet website must contain, but is not limited to, contact information, hours of operation, procedural requirements and the forms in a downloadable format for use by employees (claimants).

B5.02 The Contractor must provide bilingual written information on claims procedures to be used as hand-outs for employees and moving companies. The contractor would also be expected, on and as required basis, to respond to inquiries.

**B6 Management Information Reports**

B6.01 The Contractor must maintain a database on all DFATD loss and damage claims.

B6.02 The database must include, as a minimum, the following information:

Amount of claim	Location of responsible carrier
Carrier responsible for loss/damage	Location where loss occurred
Claim number	Member's/employee's name
Claim status	Name of moving/Storage company
Claims administration charges	Payments to full service claims coordinators
Date of claim	Settlement amount
Date of loss	Type of claim
Date of settlement payment	Payment to loss adjusters
Details of monthly subrogation revenue by employee, or carrier	Record of frequent claims and claimants
Nature of loss/damage	Receipts from salvage



B6.03 The Contractor must produce monthly Management Information reports, as detailed above from the database, in electronic format, preferably in Microsoft Excel.

B6.04 The monthly Management Information reports must be based on the fiscal year from April 1st to March 31st, and include cumulative year-to-date totals.

B6.05 The Contractor must have the capacity to generate a number of ad hoc Management Information reports and deliver such reports within 48 hours of request. The number of ad hoc reports requested must not exceed one report per quarter or four (4) reports per year.

B6.06 The Contractor must provide a Monthly Loss Bordereau Report to declare all losses and/or damage claims paid during the month. The report must be sorted by fiscal year, type of liability, department and claim number. All the current month's information must be taken from the database noted above in paragraph B6.02. The template of the Monthly Loss Bordereau Report is attached as Attachment 1 to Annex "A" - Statement of Work.

B6.07 The Contractor must provide on a quarterly basis a Claims Summary Report which must include all information, documentation detailed in B6.02.

B6.08 In processing claims, the Contractor must alert the Project Authority to any anomalies or trends that become apparent (i.e. multiple water damage claims at warehouse X), claims which suggest surreptitious or concealed entry.

B6.09 The Contractor must provide quarterly reports to the Project Authority of any complaints lodged by clients regarding process, claims, payments, the resulting outcome/resolution of same, and any inconsistencies in claims made by the insured.

B6.10 The contractor must provide DFATD with a copy of current and up-dated insurance industry approved depreciation tables.

## **B7 Other Responsibilities**

B7.01 The Contractor must provide, on a pro-active basis and/or as required, written recommendations to the Project Authority for the purpose of reducing the number, frequency and severity of claims.

B7.02 The Contractor must liaise, on a regular basis, with the Project Authority to ensure that all activities are performed in an efficient, cost effective manner.

## **C. PROPOSED PROCEDURES**

### **C1 Notice of Claim**

C1.01 The Employee (Claimant) must, within 30 days of receipt of shipment, file a Notice of Intent to claim with the Contractor.

C1.02 The Contractor must, within 5 days of receipt of the Notice of Intent to Claim, open a file, acknowledge receipt of the Notice of Intent to Claim, and provide claim forms and detailed instructions on how to complete the forms and supporting documentation requirements.

C1.03 The Contractor must verify with DFATD in writing that they can proceed with the claim for each employee.

### **C2 Subrogation**



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C2.01 The Contractor must, where appropriate, follow up with the last carrier on behalf of the employee and DFATD concerning subrogation.

### **C3 Claim form**

C3.01 The Employee shall within 60 days of receipt of shipment, provide the Contractor with a completed claim form, copies of their personal inventory related to the damaged/missing or lost items and the moving companies inventory of items shipped and/or placed in long term storage.

### **C4 Follow-up**

C4.01 The Contractor must follow up with the employee within 5 working days of receipt of the claim regarding any missing information/documentation required to process the claim.

C4.02 The Contractor must, no less than 120 days prior to the expiration of the applicable statute of limitations in the applicable jurisdiction given in the Statement of Work (loss/damage/directive), follow up in writing with the Claimant. This follow up must address any claim regarding the following:

(1) non-receipt of documentation, receipts, estimates etc;

(2) serve as notice to employee that they have up to 30 days to provide the items in (1) above and/or confirm that they want items put on hold for repair/replacement until their return to Canada.

### **C5 Repair Surveys and Estimates**

C5.01 The Contractor must ensure that repair surveys/estimates are completed within seven (7) working days of the site visit.

C5.02 The Contractor must ensure that Adjustment reports are completed within 21 working days.

### **C6 Claim with Carrier**

C6.01 The Contractor must, no less than 60 calendar days prior to the expiration of the applicable statute of limitations with respect to subrogation, file a claim with the carrier deemed to have legal and/or assessed liability for the damage/loss.

### **C7 Settlement Report and Settlement Cheques**

C7.01 The Contractor must provide the Claimant with a fully itemized claim settlement report with the settlement cheque, which takes into account any prior settlements made by the carrier or warehouse contractor and fully explains the reasons for any settlement at less than the claimed value. The Contractor should also request that the claimant sign a release and agreement acknowledging receipt of the cheque and confirming acceptance of the settlement.

C7.02 The settlement cheque must be processed and issued by the Contractor and must not be outsourced.

### **C8 Insurance Adjustor / Claims Assessor**



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C8.01 The Contractor must assign and monitor the activities of a Claims Assessor or Insurance Adjustor, as applicable to the circumstance.

### **C9 Documentation**

C9.01 The Contractor must ensure that any documentation pertaining to a claim is made available to the Project Authority upon request.

### **C10 Summary of Reports**

C10.01 The following summary of reports is provided for the convenience of the Contractor and may not constitute all required reports within this Statement of Work.

- Loss adjustment report (As required)
- Management Information reports (Monthly)
- Adhoc reports (maximum one report per quarter)
- Claims Summary report (Quarterly)
- Complaints report (Quarterly)
- Monthly Loss Bordereau report (Monthly)
- Recommendations to reduce the number, frequency and severity of claims (As required)

## **D. QUALIFICATIONS OF CONTRACTOR PERSONNEL**

### **D1 Claims Examiner**

D1.01 The Contractor must assign and have available the following resources throughout the duration of the contract:

(a) at least one Claims Examiner with a minimum of three (3) years in insurance claims examination/processing; and

(b) one (1) senior employee with a minimum of ten (10) years' experience in claims examination and processing supervision to oversee the account.

D1.02 The Contractor must provide all services in both official languages and must satisfy the Official Languages Act; services provided in one language must be of comparable quality to the services provided in the other.

## **E. PHASE-OUT OF CONTRACT**

### **E1 Contract Phase-Out Transition**

E1.01 The Contractor must provide personnel with the experience listed in section D1 during the phase-out period of the contract to ensure that there is no diminution in the quality of services provided. Transitions must take no more than 120 calendar days.



E1.02 If a new contract is awarded to a new Contractor, both the incoming and outgoing suppliers must guarantee seamless transfer of data to DFATD. Within 60 calendar days of the cancellation or finalization of the contract, the Contractor must return to DFATD, in a standard off-the-shelf database or spreadsheet format as requested by DFATD any and all data collected on behalf of DFATD.

E1.03 If a new contract is awarded to a new Contractor, the Project Authority will be responsible for completing the remaining open files from any previous contract. If a previous Contractor is awarded the subsequent contract any remaining opened files under the previous contract may be transferred to the Contractor, at the discretion of the Project Authority, and completed under the subsequent contract.

E1.04 The Contractor must not attempt to persuade any client (employee) to transfer their damage and loss claims to it when it no longer services DFATD.





**Attachment 1 to Annex "A" - Statement of Work  
Bordereau Report**

**Period of the Report: MM/YYYY**

Claim #	Employee Name	Department	Shipment From	Shipment To	Long Term Storage	Moving Company	Estimate Amount of the Claim	Amount Paid to the Employee	Payee	Amount Paid to Other	GST Amount	Cheque Number	Date of Issue	Recoveries Received	Amount Owed to Contractor
									Furniture Repairs						

Totals	
Amount paid by Contractor	
GST	
Less Recoveries (50% of recoveries)	
<b>Total Due</b>	



**ANNEX “B”**

**BASIS OF PAYMENT**

**1. Basis of payment**

During the period of the Contract, the Contractor will be paid as specified below, for Work performed in accordance with the Contract. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax (GST/HST) is extra, if applicable.

**2. Fee for Creation of Files & Claims**

- a) The contractor will be paid a fee for the creation of a file, in accordance with the table below, after it has completed the tasks detailed in C1 of the Statement of Work.
- b) The contractor will be paid a fee for administering claim amounts, in accordance with the table below, after it has completed the tasks detailed in C3.01 of the Statement of Work.

Value	Contract		Total Estimated Cost of Claims [ (A) x (B) x 3 years]
	January 1, 2021 to December 31, 2023 (A)	Estimated number of claims per year (B)	
Creation of Files	\$ _____ Per Creation	384 Claims	\$ _____
Claims \$.01 to \$499.99	\$ _____ Per Claim	124 Claims	\$ _____
Claims \$500.00 to \$1999.99	\$ _____ Per Claim	141 Claims	\$ _____
Claims \$2000.00 to \$4999.99	\$ _____ Per Claim	47 claims	\$ _____
Claims \$5,000.00 and over	\$ _____ Per Claim	18 claims	\$ _____
Total Estimated Cost (excluding taxes)			\$ _____

**Total Estimated Cost of Initial Contract: \$ \_\_\_\_\_ (excluding applicable taxes)**

Value	Option Period 1		Total Estimated Cost of Claims [ (A) x (B)]
	January 1, 2024 to December 31, 2024 (A)	Estimated number of claims per year (B)	
Creation of Files	\$ _____ Per Creation	384 Claims	\$ _____
Claims \$.01 to \$499.99	\$ _____ Per Claim	124 Claims	\$ _____
Claims \$500.00 to \$1999.99	\$ _____ Per Claim	141 Claims	\$ _____
Claims \$2000.00 to \$4999.99	\$ _____ Per Claim	47 Claims	\$ _____
Claims \$5,000.00 and over	\$ _____ Per Claim	18 Claims	\$ _____
Total Estimated Cost (excluding taxes)			\$ _____

**Total Estimated Cost of Option Period 1: \$ \_\_\_\_\_ (excluding applicable taxes)**

Value	Option Period 2		Total Estimated Cost of Claims [ (A) x (B)]
	January 1, 2025 to December 31, 2025 (A)	Estimated number of claims per year (B)	
Creation of Files	\$ _____ Per Creation	384 Claims	\$ _____
Claims \$.01 to \$499.99	\$ _____ Per Claim	124 Claims	\$ _____
Claims \$500.00 to \$1999.99	\$ _____ Per Claim	141 Claims	\$ _____
Claims \$2000.00 to \$4999.99	\$ _____ Per Claim	47 Claims	\$ _____
Claims \$5,000.00 and over	\$ _____ Per Claim	18 Claims	\$ _____
Total Estimated Cost (excluding taxes)			\$ _____

**Total Estimated Cost of Option Period 2: \$ \_\_\_\_\_ (excluding applicable taxes)**

**Total Estimated cost of Initial Contact + All Option Periods: \_\_\_\_\_ (excluding applicable taxes).**



### **3. Direct Expense - Claims Assessor and Insurance Adjuster**

The Contractor will be reimbursed its direct expenses reasonably and properly incurred in the performance of the Work, for the contracting of Claims Assessors and Lost Adjusters, in accordance with Section B and C8 – Annex A Statement of Work, these expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

### **4. Direct Expense - Settlement Cheques to Employees**

The Contractor will be reimbursed its direct expenses reasonably and properly incurred in the performance of the Work, for the issuance of settlement cheques to the employee, in accordance with Section B3 Annex A Statement of Work, these expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

### **5. Subrogation and salvage**

In instances where salvage and subrogation are pursued in accordance with Section B4 - Annex A Statement of Work, the Contractor may retain 50% of the amount recovered.

### **6. Travel and Living Expenses**

Canada will not accept any travel and living expenses for:

- (a) Services provided within the National Capital Region (NCR). The NCR is defined in the *National Capital Act*, R.S.C. 1985, c. N-4, S.2. *The National Capital Act* is available on the Justice Website: <http://laws.justice.gc.ca/en/N-4/> ;
- (b) Any travel between the Contractor's place of business and the NCR;
- (c) Any relocation of resources required to satisfy the terms of the Contract.

### **7. Phase Out**

A previous contractor under any previous contract will not be paid any additional file opening or claims administration fees for files which have already been paid under a previous contract.



ANNEX "C" - SECURITY REQUIREMENTS CHECK LIST

COMMON-PS-SRCL#32



Government of Canada

Gouvernement du Canada

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

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

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED





COMMON-PS-SRCL#32



Government of Canada / Gouvernement du Canada

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PART A (continued) / PARTIE A (suite)

- 8 Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?
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

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

- 10 a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis
RELIABILITY STATUS / COTE DE FIABILITE
TOP SECRET - SIGINT / TRÈS SECRET - SIGINT
SITE ACCESS / ACCÈS AUX EMPLACEMENTS
CONFIDENTIAL / CONFIDENTIEL
NATO CONFIDENTIAL / NATO CONFIDENTIEL
SECRET / SECRET
NATO SECRET / NATO SECRET
TOP SECRET / TRÈS SECRET
COSMIC TOP SECRET / COSMIC TRÈS SECRET
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?
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté?

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?
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?

- 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?

- 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?
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?

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Security Classification / Classification de sécurité UNCLASSIFIED





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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	SECRET	TOP SECRET	NATO Restricted	NATO CONFIDENTIAL	NATO SECRET	COMSEC TOP SECRET COMSEC TOP SECRET	Protected / Protégé			CONFIDENTIAL	SECRET	TOP SECRET
											A	B	C			
Information Assets / Renseignements / Biens / Ressources	✓															
IT Data / Données IT	✓															
IT Linc / Linc électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".**  
**Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.**
12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).**  
**Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).**



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## ANNEX “D” - 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)