



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC

11 Laurier St./11, rue Laurier

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

## REQUEST FOR PROPOSAL

## DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government  
Services Canada**

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

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

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

**Comments - Commentaires**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du**

**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Special Projects/Projets Spéciaux

Terrasses de la Chaudière 4th Floor

10 Wellington Street

Gatineau

Québec

K1A 0S5

<b>Title - Sujet</b> Guard Services	
<b>Solicitation No. - N° de l'invitation</b> 6D112-203824/A	<b>Date</b> 2021-02-04
<b>Client Reference No. - N° de référence du client</b> 6D112-203824	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$ZL-111-39017	
<b>File No. - N° de dossier</b> 111zl.6D112-203824	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Standard Time EST <b>on - le 2021-02-24</b> Heure Normale du l'Est HNE	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> 111zl, 111zl	<b>Buyer Id - Id de l'acheteur</b> 111zl
<b>Telephone No. - N° de téléphone</b> (000) 000-0000 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There are no security requirements.

### **1.2 Statement of Work**

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

**IMPORTANT NOTICE:** A signed non-disclosure agreement will be required in order for bidders to access the reference documents specified at article 1.4 of Annex A – Statement of work.

Interested bidders must send a request email to: [TPSGC.PADASPSZL-APSPSPDZL.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.PADASPSZL-APSPSPDZL.PWGSC@tpsgc-pwgsc.gc.ca) for instructions.

### **1.3 Debriefings**

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

### **1.4 Canadian Content**

The requirement is limited to Canadian services.

### **1.5 epost Connect service**

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

## 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: 180 days

### 2.2 Submission of Bids

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

**Canada prefers that bids be sent electronically using epost Connect. Allow sufficient time to open a conversation when using epost Connect; at least six business days prior to the solicitation closing date and time, in order to ensure a response.**

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

[tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

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

### 2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required in the **Attachment 1 to Part 5 – Certifications and additional information** 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 5 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

## 2.5 Applicable Laws

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

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

The bid must be separated as follows:

- Section I: Technical Bid
- Section II: Financial Bid
- Section III: Certifications and Additional Information

If the Bidder chooses to submit its bid electronically using the epost Connect service provided by Canada Post Corporation:

- i. Canada requests that the bidder submits its bid in accordance with section 08, Transmission by facsimile or by epost Connect, of the 2003 standard instructions. Sub-section 2, epost connect, contains instructions and conditions.
- ii. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

**Canada prefers that bids be sent electronically using epost Connect. Allow sufficient time to open a conversation when using epost Connect; at least six business days prior to the solicitation closing date and time, in order to ensure a response.**

Canada is not requesting hard copies of the bid. However, if the Bidder chooses to submit its bid to the PWGSC Bid Receiving Unit in hard copies, Canada requests:

- Section I: 2 hard copies
- Sections II and III: 1 hard copy of the 3 sections

If there is a discrepancy between the wording of any copies of the bid that appear on the following list, the wording of the copy that first appears on the list has priority over the wording of any copy that subsequently appears on the list:

- i. the electronic copy of the bid submitted by using the epost Connect service provided by Canada Post Corporation;
- ii. the hard copies of the bid submitted to the PWGSC Bid Receiving Unit.

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

The Bidder can bid on more than one location of work specified in Attachment 1 to Part 3 – Pricing Schedule but must submit one separate financial bid for each specified location of work. Canada requests that the Bidder clearly identifies in the first pages of its bid location of work it is bidding on.

If the Bidder chooses to submit its bid in hard copies, Canada requests that bidders follow the format instructions described below in the preparation of their bid:

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](#). To assist Canada in reaching its objectives, bidders should:

- i. use paper containing fiber certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- ii. use an environmentally-preferable format including black and white printing instead of color printing, printing double sided/duplex, using staples or clips instead of cerlox, duo tangs or binders.

## **Section I: Technical Bid**

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

## **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.

Bidders must submit their rate(s) FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.

When preparing their financial bid, bidders should review the basis of payment in Annex B and clause 4.1.2, Financial Evaluation, of Part 4.

### **3.1.1 Electronic Payment of Invoices – Bid**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Attachment 2 to Part 3, Electronic Payment Instruments, to identify which ones are accepted.

If Attachment 2 to Part 3, Electronic Payment Instruments, is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

### **3.1.2 Exchange Rate Fluctuation**

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

## **Section III: Certifications and Additional information**

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



## ATTACHMENT 1 to PART 3

### PRICING SCHEDULE

The Bidder should complete this pricing schedule and include it in its financial bid once completed. As a minimum, the Bidder must respond to this pricing schedule by including in its financial bid for each of the location specified its quoted all-inclusive fixed hourly rate (in Can \$) for each category identified.

The all-inclusive fixed hourly rate must include all associated costs to perform the services such as but not limited to: camera or other devices installation and maintenance, vehicles, mileage, fuel, insurance, telephones etc.

The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.

#### 1.0 Table 1 - Toronto, ON – Initial contract period and option periods

Resource category	All-Inclusive Fixed Hourly Rate (CAD)	Estimated level of effort – hours (Initial contract period – 6 months)	Evaluated price (B x C)
A	B	C	D
Supervisor	\$	2,400	\$
Guard	\$	34,800	\$
Total evaluated price for Table 1			\$

#### 2.0 Table 2 - Vancouver, BC – Initial contract period and option periods

Other services	All-Inclusive Fixed Hourly Rate (CAD)	Estimated level of effort – hours (Initial contract period – 6 months)	Evaluated price (B x C)
A	B	C	D
Supervisor	\$	4,320	\$
Guard	\$	8,640	\$
Total evaluated price for Table 2			\$

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## **ATTACHMENT 2 TO PART 3**

### **ELECTRONIC PAYMENT INSTRUMENTS**

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

- ☐ ( ) VISA Acquisition Card;
- ☐ ( ) MasterCard Acquisition Card;
- ☐ ( ) Direct Deposit (Domestic and International);
- ☐ ( ) Electronic Data Interchange (EDI);
- ☐ ( ) Wire Transfer (International Only);
- ☐ ( ) Large Value Transfer System (LVTS) (Over \$25M)

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## **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 and Mr. Robert Ryan, The Right Door Consulting & Solutions Inc. will evaluate the bids.

#### **4.1.1 Technical Evaluation**

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

Refer to Attachment 1 to Part 4.

##### **4.1.1.2 Point Rated Technical Criteria**

Refer to Attachment 1 to Part 4. Point-rated technical criteria not addressed will be given a score of zero.

#### **4.1.2 Financial Evaluation**

For bid evaluation and Contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.

### **4.2 Basis of Selection**

Highest Combined Rating of Technical Merit and Price.

#### **4.2.1 To be declared responsive, a bid must:**

- a) comply with all the requirements of the bid solicitation;
- b) meet all mandatory criteria; and
- c) obtain the required minimum points specified for each criterion for the technical evaluation, and
- d) obtain the required minimum of 165 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 220 points.

#### **4.2.2 Bids not meeting a), b), c) and d) will be declared non-responsive.**

#### **4.2.3 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.**

#### **4.2.4 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points multiplied by the ratio of 60%.**

#### **4.2.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.**

#### **4.2.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.**

- 4.2.7 Up to 2 contracts may be issued as a result of this bid solicitation; one contract per location. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. If a bidder has the highest combined rating of technical merit and price for more than one location, a Contract will be recommended for award and combine both locations.

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

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

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40$
Combined Rating		83.84	75.56	80.89
Overall rating		1	3	2

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## ATTACHMENT 1 to PART 4

### TECHNICAL CRITERIA

#### 1. Mandatory Technical Criteria

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

Bids failing to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Number	Mandatory Technical Criterion
MT1	The Bidder must demonstrate it holds a valid Security Agency or Security Business License to operate in the province or provinces for which the Bidder is submitting a Bid.
MT2	The Bidder must demonstrate a minimum of 10 years of experience, within the last 15 years, as of the bid solicitation closing date, providing guard services similar to those described in section 3.4 of the Statement of work to private or government entities. The Bidder must submit the following information in support of the services provided: 1) The name of the client organization(s) for which the guard services were provided; 2) Detailed description of the services provided to clearly show relevancy of the services; 3) Period of the services provided, including start and end dates (dates must be identified by month and year e.g. March 2016 to May 2017).
MT3	The Bidder must propose one Account Manager. As of the bid solicitation closing date the Account manager must have a minimum of 15 years' experience, within the last 20 years, in managing accounts that require: 1) Use of Force 2) Rapidly escalating circumstances 3) Requirement to quickly augment resources  The Bidder must describe the level of authority delegated to the Account Manager and the Account Manager's ability to react unilaterally to rapidly developing situations.

#### 2. Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

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

#	Point Rated Technical Criteria (RTC) and Scores	Required minimum number of points	Maximum number of points
RTC1	Experience and qualifications of the Account Manager	21	30
RTC2	Experience of supervisors and guards	49	70
RTC3	Experience in the development of a Security plan	56	120

Maximum available points	220
<b>Minimum points required (220 x 75%)</b>	165

## 2.1 Rating Scale

The following rating scale will be used for the evaluation of the rated criteria.

ONLY the Percentage Factors indicated in the table are to be entered into the evaluation grids. In other words, evaluators MUST choose from ONLY the following available Percentage Factors: 100%, 60%, 20%, and 0%. Factors such as 65%, 85%, etc. MUST NOT be used.

The "Points" and "Total Points" boxes in the grids will be calculated based on the Percentage Factor(s) assigned. Evaluators MUST NOT select a number for "Points" which does not correspond to a Percentage Factor. For example, 3/10 is not an acceptable score as 30% is not an available rating.

Rating Scale	
Not Addressed (0% of points available)	The Bidder's technical bid does not provide details as to how the criterion is met or Bidder failed to submit a response. Unable to evaluate.
Partially Addressed (20% of points available)	The Bidder's technical bid demonstrates some understanding of the criterion. Limited description as to how the bidder meets the criteria. Several weaknesses, or deficiencies that pose considerable risk(s) to the services delivery.
Satisfactory Addressed (60% of points available)	The Bidder's technical bid demonstrates a satisfactory understanding of the criterion. Complete description as to how the Bidder meets the criteria. Minimal weakness or deficiencies that pose minor risk(s) to the services delivery.
Strongly Addressed (100% of points available) -	The Bidder's technical bid demonstrates a strong understanding of the criterion. Comprehensive description as to how the Bidder meets or exceeds all elements of the criteria. No evident weakness or deficiency. No inherent risk posed to the services delivery.

Number	Criteria	Bid Preparation instructions	Points
<b>RTC1</b>	The Bidder should describe how the account manager meets the roles and responsibilities, as per section 3.3 of the Statement of Work (SOW)	In order to demonstrate that the proposed account manager meets the roles and responsibilities the bidder should indicate how the Account Manager will:  a) be the single point of contact for questions and issues; (10 pts) b) will be responsible for the resolution and decision-making authority for all matters related to these services; (10 pts) and c) be able to take an active role in the resolution of all action items. (10 pts)	<b>/30 points</b>
<b>RTC2</b>	The Bidder should demonstrate how the supervisors and guards meets the experience and	In order to demonstrate the experience, the Bidder should provide a minimum of 3 examples to demonstrate the following	

	requirements for Supervisors and guards.	<p>experience:</p> <ul style="list-style-type: none"> <li>a) Taking control and managing a dangerous or potentially dangerous situation that demonstrates good judgement and skills in taking control of the situation resulting in minimal harm to others. (30 points)</li> <li>b) Avoiding the escalation or de-escalating of situations involving non-compliant individuals and those who may have mental health or behavioral conditions. (30 point)</li> <li>c) Functioning within an integrated team assisting others in the performance of their duties. (10 points)</li> </ul>	<b>/70 points</b>
<b>RTC3</b>	The bidder should demonstrate their ability to create and develop a security plan.	<p>In order to demonstrate experience the bidder should provide concrete examples or a sample of a security plan. The plan should include, but is not limited to:</p> <ul style="list-style-type: none"> <li>a) identification of required and qualified resources based on the site; (15 points)</li> <li>b) identification of complement assets for surge requirements; (15 points)</li> <li>c) operational security procedures;(10 points)</li> <li>d) description of planned procedures for patrolling; (10 points)</li> <li>e) description of planned procedures for access control and floor surveillance; (10 points)</li> <li>f) description of planned procedures for the use of electronic devices for monitoring; (10 points)</li> <li>g) description of the planned procedures for the overall communication assets; (10 points)</li> <li>h) description of the planned procedures for de-escalation and conflict resolution; ( 20 points) and</li> <li>i) Description on how to respond to normal/surge and emergency situations in general. (20 points)</li> </ul>	<b>/120 points</b>

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

Bidders must provide the required certifications and additional information to be awarded a contract by using the Attachment 1 to Part 5.

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.



## ATTACHMENT 1 TO PART 5

### Certifications and Additional Information

#### 1. General information

- ( ) The Bidder is a Joint Venture; or  
( ) The Bidder is not a Joint Venture

(A Joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement.)

<b>Bidder legal name:</b>	
<b>Procurement Business Number (PBN), if applicable</b>	
<b>Bidder Address</b>	
<b>Contact Name</b>	
<b>Telephone number</b>	
<b>Email</b>	

#### 2. Certifications

##### 2.1 Certification Required with the Bid

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

##### 2.1.1 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 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.

##### 2.2 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 provided will render the bid non-responsive.

##### 2.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-) (<http://www.tpsgc-pwgsc.gc.ca/ci->

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6D112-203824

Amd. No. - N° de la modif.  
File No. - N° du dossier  
111zl.6D112-203824

Buyer ID - Id de l'acheteur  
111zl  
CCC No./N° CCC - FMS No./N° VME

if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

Pursuant to Section 17 of the Ineligibility and Suspension Policy, all suppliers, regardless of their status under the policy, must submit the following information when participating in a procurement process or real property transaction: Suppliers that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation; Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; Suppliers that are a partnership do not need to provide a list of names.

The Bidder is:

- ☐ ( ) a corporate entity
- ☐ ( ) a privately owned corporation or sole proprietor
- ☐ ( ) a partnership

## **2.2.2 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.

## **2.2.3 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.)

Check only one of the following:

- ☐ The Bidder certifies having no work force in Canada.
- ☐ The Bidder certifies being a public sector employer.
- ☐ The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- ☐ The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

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

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

**OR**

- ☐ 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.

## **2.3 Additional Certifications Precedent to Contract Award**

### **2.3.1 Status and Availability of Resources**

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

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

☐ I understand and certify.

### **2.3.2 Education and Experience**

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

☐ I understand and certify.

### **2.3.3 Canadian Content Certification**

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

This procurement is limited to Canadian services. (A3055T)

The Bidder certifies that the service offered is a Canadian service as defined in paragraph 2 of clause [A3050T](#).

( ) I understand and certify

### 3. Additional Information

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

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 spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award.

#### 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 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 Bidder a FPS in receipt of a pension? Yes ( ) No ( )

If so, the Bidder 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.

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6D112-203824

Amd. No. - N° de la modif.  
File No. - N° du dossier  
111z1.6D112-203824

Buyer ID - Id de l'acheteur  
111z1  
CCC No./N° CCC - FMS No./N° VME

If the answer to the question and, as applicable, the information are not submitted in or with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

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

### **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; and
- g) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

If the answer to the question and, as applicable, the information are not submitted in or with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

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.

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## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

There is no security requirement applicable to the Contract.

### 6.2 Statement of Work

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

### 6.3 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.

#### 6.3.1 General Conditions

[2010B](#) (2020-05-28) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

#### 6.3.2 Supplemental General Conditions

[4008](#) (2008-12-12) Personal Information

#### 6.3.3 Non-Disclosure Agreement

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

### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The period of the Contract is from date of Contract award to *be inserted at contract award*

#### 6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 4 additional 3 months period 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 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.

#### 6.4.3 Termination on Thirty Days' Notice

Canada reserves the right to terminate the Contract at any time in whole or in part by giving 30 calendar days written notice to the Contractor.

In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

## **6.5 Authorities**

### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

*To be inserted at contract award*

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.

### **6.5.2 Project Authority**

The Project Authority for the Contract is:

*To be inserted at contract award*

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.

### **6.5.3 Contractor's Representative**

*To be inserted at contract award*

## **6.6 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.

## **6.7 Payment**

### **6.7.1 Basis of Payment - Limitation of expenditure**

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

### **6.7.2 Canada's Total Liability**

- a. For the Work described in the Statement of Work in Annex A, Canada's total liability to the Contractor under the Contract must not exceed **\$to be inserted at contract award**. Customs duties are included and Applicable Taxes are extra.
- b. 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:
  1. when it is 75 percent committed, or
  2. four (4) months before the Contract expiry date, or
  3. As soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
- c. 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.

#### 6.7.3 Method of 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.

#### 6.7.4 Payment Credits

##### a) Failure to provide supervisor(s) and/or guard(s)

If the Contractor does not provide the required supervisor(s) and/or guard(s) as per Annex A – Statement of Work of the contract, the Contractor must credit to Canada a flat hourly rate of **À insérer lors de l'attribution du contrat** for each hour(s) of delay in providing the required supervisor(s) and/or guard(s) in the following monthly invoice.

##### b) Corrective Measures

If credits are payable under this Article for two consecutive months or for a total of three months in any 12-month period, the Contractor must submit a written action plan describing measures it will implement or actions it will undertake to eliminate the recurrence of the problem. The Contractor will have five business days to deliver the action plan to the Technical Authority and the Contracting Authority and within 20 business days to rectify the underlying problem.

- i. **Credits Apply during Entire Contract Period:** The Parties agree that the credits apply throughout the Contract Period.



- ii. **Credits represent Liquidated Damages:** The Parties agree that the credits are liquidated damages and represent their best pre-estimate of the loss to Canada in the event of the applicable service failure. No credit is intended to be, nor will it be construed as, a penalty.
- iii. **Canada's Right to Obtain Payment:** The Parties agree that these credits are a liquidated debt. To collect the credits, Canada has the right to hold back, draw back, deduct or set off from and against any money Canada owes to the Contractor from time to time until the applicable credit is applied.
- iv. **Canada's Rights & Remedies not Limited:** The Parties agree that nothing in this Article limits any other rights or remedies to which Canada is entitled under the Contract (including the right to terminate the Contract for default) or under the law generally.
- v. **Audit Rights:** The Contractor's calculation of credits under the Contract is subject to verification at any time by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with Canada during the conduct of any audit by providing Canada with access to any records and systems that Canada considers necessary to ensure that all credits have been accurately credited to Canada in the Contractor's invoices. If an audit demonstrates that past invoices contained errors in the calculation of the credits, the Contractor must pay to Canada the amount the audit reveals was required to be credited to Canada, plus interest, from the date Canada remitted the excess payment until the date of the refund (the interest rate is the Bank of Canada's discount annual rate of interest in effect on the date the credit was first owed to Canada, plus 1.25% per year). If, as a result of conducting an audit, Canada determines that the Contractor's records or systems for identifying, calculating or recording the credits are inadequate, the Contractor must implement any additional measures required by the Contracting Authority.

#### 6.7.5 Electronic Payment of Invoices – Contract

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

*To be inserted at contract award*

#### 6.7.6 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department  
C0711C (2008-05-12) Time verification

#### 6.8 Invoicing Instructions

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

Each invoice must be supported by a copy of time sheets to support the time claimed.

Invoices must be distributed as follows:

- a) One electronic copy must be forwarded by email to the Project Authority identified under the section entitled "Authorities" of the Contract and [hc.p2p.east.invoices-factures.est.sc@canada.ca](mailto:hc.p2p.east.invoices-factures.est.sc@canada.ca) for certification and payment.
- b) One (1) copy must be forwarded via email to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

#### 6.9 Certifications and Additional Information

##### 6.9.1 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.

### **6.9.2 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.

### **6.9.3 Canadian Content Certification**

The Contractor warrants that the certification of Canadian Content submitted by the Contractor is accurate and complete, and that the goods, services or both to be provided under the Contract are in accordance with the definition contained in clause [A3050T](#).

The Contractor must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Contractor must not, without obtaining before the written consent of the Contracting Authority, dispose of any such records or documentation until the expiration of six (6) years after final payment under the Contract, or until settlement of all outstanding claims and disputes under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.

Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

### **6.10 Applicable Laws**

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

### **6.11 Priority of Documents**

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

- a) the Articles of Agreement;
- b) the supplemental general conditions [4008](#) (2008-12-12) Personal Information
- c) the general conditions [2010B](#) (2020-05-28) – Medium complexity – Professional Services;
- d) Annex A, Statement of Work;
- e) Annex B – Basis of Payment;
- f) the Contractor's bid dated *to be inserted at contract award*.

### **6.12 SACC Manual Clauses**

[G1005C](#) (2016-01-28) - Insurance

### **6.13 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](#)".

## **ANNEX A**

### **Statement of Work**

#### **1. SCOPE**

##### **1.1 Objective**

The Public Health Agency of Canada (PHAC) has a requirement for Guards services 24 hours per day, 7 days a week, to support the protection of travelers housed at various Designated Quarantine Facilities (DQF), currently in 2 cities: Toronto (ON) and Vancouver (BC), during 2-week periods of observation. These services are paramount to the safety and security of Canadians.

##### **1.2 Background**

The Regional Operations of the Health Security and Infrastructure Branch of the Public Health Agency of Canada (PHAC) are responsible for the provision of PHAC Designated Quarantine Facilities (DQF) for travelers entering Canada who are unable to identify a suitable place for their mandatory 14 day quarantine. The services presently provided to the travelers, through a variety of contractual arrangements, include accommodation; intake and discharge; site management; transportation; meals; incidentals; cleaning sanitation, garbage and laundry; and nursing. PHAC is considering combining the required resources into a single contract with a single provider across the country.

In addition, on an optional basis, the Contractor may be asked to provide services at other DQF sites in different cities as the need arises and as defined, scheduled and negotiated with the Project Authority and the Contracting Authority.

##### **1.3 Terminology**

DQF: Designated Quarantine Facilities  
GTA: Greater Toronto Area  
PHAC: Public Health Agency of Canada  
SOW: Statement of Work

##### **1.4 Reference document**

- a) Appendix 1 to Annex A -
- b) Appendix 2 to Annex A - Location of DQF

#### **2. REQUIREMENT**

##### **2.1 Scope of work**

The contractor must:

- a) Complete an on-site risk assessment and Security plan as detailed in section 3.1 and 3.2;
- b) Provide an account manager as detailed in section 3.3;
- c) Provide an on-site Supervisor and Guards as detailed in section 3.4; and
- d) Install and monitor cameras or other devices at each DQF as detailed in section 3.5.

#### **3. Tasks**

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### 3.1 Site risk assessment

Prior to commencing any work the Contractor must complete an on-site risk assessment of the DQF to support the development of its security plan.

### 3.2 Security plan

Within 15 business days of contract award the Contractor must provide its security plan detailing, as a minimum, the following requirements:

- a) The camera installation(s) and/or other suggested device(s) such as motion sensors;
- b) The number of Supervisor(s) and guards, including the number of use of force trained supervisor(s) and/or guards. The Contractor must be able to provide a scalable model which on short notice (i.e.: within a 24 hour period) can accommodate fluctuations in the scope of operations and number of required guards;
- c) The radios for on-site guards. Guards away from the main station will be in constant radio contact;
- d) The training Standards and use of force techniques for Supervisor(s) and Guards;
- e) The external patrols of the DQF grounds;
- f) The conduct of internal patrols;
- g) The conduct of floor surveillance; and
- h) The provision of enhanced security.

The Contractor must:

- a) In consultation with the Project Authority, local law enforcement/emergency authorities and contracted personnel, identify risks and security concerns along with mitigating safety and security measures;
- b) Develop emergency procedures for lockdowns, building evacuations, and shelter in place for incidents, such as active shooters, potentially violent individuals, and various natural disaster occurrences, i.e.: air quality;
- c) Identify the number of supervisors and guards required to maintain site security including those with use of force training;
- d) Develop operational security procedures for the site;
- e) Review and update the security plan as required; and
- f) Obtain approval of the security plan by PHAC on-site management team.

### 3.3 Account Manager

The Account manager:

- a) Must act as the Contractor's representative for the contract;
- b) Is responsible for communicating with the Project Authority in regards to outstanding contractual issues;
- c) Must be the highest level of resolution and authority for all matters relating to the contract.

### 3.4 Supervisor and Security Guards

The Contractor must provide on-site Supervisor(s) and guards, 24 hours per day, 7 days a week at the DQF equipped with radios to provide continuous communications. The supervisors and/or guards must be licenced guards and therefore have a criminal background check.

The Contrator must support and have the ability to provide individuals such as Indigenous peoples, visible minorities, women or other under-represented groups.

The Supervisor/Guards will occasionally be in close contact with travelers who are COVID-19 symptomatic and/or positive and must be prepared to take the necessary safety measures and manage the various tasks in these conditions.

#### 3.4.1 Experience and requirements for Supervisors and guards

##### 3.4.1.1 The Supervisor(s) and Guards must:

- a) Be licensed within the province/region for which the services are required, and therefore, may be subject to a criminal background check.
- b) Have experience taking control and managing a dangerous or potentially dangerous situation that demonstrates good judgement and skills in taking control of the situation resulting in minimal harm to others;
- c) Have experience in avoiding the escalation of situations by de-escalating and controlling such situations involving non-compliant travelers and those who may have mental health or behavioral conditions;
- d) Be able to assess the risk profile of travelers and/or situations, based on observations and information gathered from relevant sources (such as the traveler DQF staff, police), that pose potential danger to travelers and on-the-ground personnel, and recommend mitigating safety and security measures.

##### 3.4.1.2 First Aid requirements

Supervisor(s) and guards must hold a valid certificate in in Basic First Aid.

##### 3.4.1.3 Use of Force (Escalation/De-escalation)

Supervisor(s) and the majority of guards must be experienced in handling situations which have escalated in order to support PHAC and contracted personnel when dealing with non-compliant travellers on an as required basis.

Use of Force may be required to de-escalate situations or in self-defence and to prevent harm and injury to others until local law enforcement is able to report to the site.

#### 3.4.2 Contracted security – Exterior

The contractor must conduct external patrols of the DQF and grounds – through either static or mobile positions. This may require the guard(s) to have access to a vehicle in the case of inclement weather and/or cold temperatures. The number of guards and their location, frequency of patrols and use of and number of patrol cars will be determined by the security plan but the perimeter must be patrolled at a minimum every 2 hours, preferably by foot.

#### 3.4.3 Contracted security – Interior

##### 3.4.3.1 Tasks for the Supervisor(s)

An on-site supervisor tasks include, but are not limited to, the following:

- a) Conduct guard shift briefings and any required operational training;
- b) Attend briefings as required;
- c) Immediately notify the Project Authority of any issues and/or conflicts that arise during and after operational hours.

### 3.4.3.2 Tasks for the Supervisor(s) and Guards

#### a) Facility Control and Operational Requirements

- i. Conduct internal patrols of the DQF based on the requirements identified in the security plan. All exits are to be examined at a minimum every 2 hours.
- ii. Restrict and manage facility access control; ensuring only authorized persons enter the facility
- iii. Conduct floor surveillance at a minimum every 2 hours - monitoring the DQF floors/rooms occupied by isolated travelers. Monitored cameras may be used for this purpose.
- iv. Attend and provide updates at daily Designated Site operational briefings.
- v. Provide immediate verbal/written incident reports as required and upon request.
- vi. Provide a means of instant communication (via radio) for all parties.
- vii. Provide consistent staffing to minimize the need to train new staff (ie: same teams for day and night shifts daily). Both security teams (day and night shifts) remain at the site 24/7, and therefore in the event that extra security is required for an immediate emergency (evacuation or security incident), the off duty security is immediately available to assist.

#### b) Liaison with Travelers and On-site Partners

- i. Perform threat/risk assessments of all travelers and identify potential security concerns.
- ii. Oversee and support on-site resources with traveler intakes as required.
- iii. Escort isolated travelers to/from the facility or between facilities.
- iv. Conduct, monitor and record escorted outside fresh air breaks of identified travelers that maybe done either with or without PHAC on-site personnel. Escort travelers and pets on outside fresh air breaks after operational hours.
- v. Provide physical security presence during traveler's daily health and wellness checks conducted by nurses.
- vi. Depending on the DQF, deliver meals to difficult or dangerous travelers or provide security presence if this is carried out by DQF staff.
- vii. Conduct physical surveillance of travelers that leave the facility without authorization and verbally advise travelers of consequences of leaving. If traveler is still insistent on leaving, notify local law enforcement of jurisdiction for support and remains with traveler within the boundaries of the designated site until law enforcement arrives. If the traveler leaves the premises, collect information for local enforcement.
- viii. Utilize de-escalation and conflict resolution skills to manage complex situations. Contact with threatening, abusive or physically violent travelers should be expected. Mental health issues including suicide watch may require full time surveillance. (See Appendix 1 to the Annex A)

#### c) Occupational Health and Safety and Provision of Advice and Guidance

- i. Proper PPE must be worn at all times when interacting with patients. The level of PPE will depend on the type of interaction and the condition of the patient. PPE that is reusable (eye protection, gowns) will be disinfected and/or washed in accordance with an approved disinfection/cleaning procedure.
- ii. All of the Contractor's Resources must complete a COVID-19 screening tool before each work shift.
- iii. All of the Contractor's resources must comply with PHAC infectious disease prevention control protocols as identified <https://www.canada.ca/en/public-health/services/diseases/2019-novel-coronavirus-infection/health-professionals.html#a6>
- iv. Provide advice and guidance on risk assessment and security measures to PHAC or other on-site personnel as required

#### d) Emergency and/or Conflict Situations

- i. Responsible for the execution of the DQF's emergency evacuation plan as developed by on-site PHAC personnel.
- ii. Provide enhanced security measures for potentially threatening or risky travelers (i.e.: non-compliant travelers, travelers with more complex issues, such as criminal history, potential mental health issues etc.) This could include managing potentially threatening or risky travelers on or off-site until local law enforcement arrives (based on previous experience could be up to 24+ hours) (See Appendix 1 to Annex A)
- iii. Request deployment of local law enforcement of jurisdiction, first responder and emergency services to the facility if/when required.
- iv. Escort responding emergency agencies to/from the site

(Note: For context and information purposes only. During the last 5 months there have been between 175-200 interventions that would correspond to this section.)

### **3.5 Security Cameras or other devices**

The contractor must, at minimum, install and maintain cameras or other devices at the DQF. The coverage must include all unobserved exterior exits including roofs, if applicable. Cameras and/or other devices may also be used to support floor surveillance requirements. The location and the number of cameras and/or other devices must be based on the submitted and approved security plan referred to in section 3.2.

The contractor must:

- a) Delete all images within 5 days of being recorded;
- b) Delete all recorded images within 5 days of the end date of the contract; and
- c) Provide confirmation in writing that all recorded images have been deleted.

## **4. Canada's Obligations**

Canada will provide to the Contractor with 24/7 on-site or on-call site manager contact information.

## **5. Contractor's Obligations**

Unless otherwise specified, the Contractor is responsible to provide appropriate occupational health and safety advice to their security guards assigned to this work based on the nature of their duties.

## **6. Language of Work**

The majority of the work will be conducted in English.

## **7. MEETINGS**

The Contractor will not be reimbursed for any costs incurred for meetings.

### **7.1 Kick off Meeting**

A Kick-off meeting will be held within 10 working days from the date of contract award. The kick-off meeting will be organized as a teleconference. The exact time and location of the kick-off meeting will be provided after contract award.

The purpose of the kick-off meeting will be to:

- a) Review the Contract requirements; and



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- b) Review and clarify the respective roles and responsibilities of the Contracting Authority, the Project Authority and the Contractor to ensure common understanding of the requirement and the terms and conditions of the Contract.

## ANNEX B

### Basis of Payment

#### 1.0 Professional Fees for Initial contract period and option periods

The Contractor will be paid as follows:

##### 1.1 Toronto, ON

Resource category	All-Inclusive Fixed Hourly Rate (CAD)
Supervisor	\$ <i>to be inserted at contract award</i>
Guard	\$ <i>to be inserted at contract award</i>

##### 1.2 Vancouver, BC

Resource category	All-Inclusive Fixed Hourly Rate (CAD)
Supervisor	\$ <i>to be inserted at contract award</i>
Guard	\$ <i>to be inserted at contract award</i>

The all-inclusive fixed hourly rate must include all associated costs to perform the services such as but not limited to: camera or other devices installation and maintenance, vehicles, mileage, fuel, insurance, telephones etc.

**Total Estimated Cost of Professional Fees: \$**

#### 2.0 Overtime and Statutory Holidays

##### 2.1 Overtime

Overtime must not be performed under the contract unless authorized in advance and in writing by the Project Authority. Any request for payment must be accompanied by a copy of the overtime authorization, including any premium to be paid, and a report containing the details of the overtime performed pursuant to the written authorization.

Overtime is regulated by provincial legislation and is therefore calculated based on where the work is performed.

##### 2.2 Statutory holidays

Payment for Statutory holidays must not be made under the contract unless authorized in advance and in writing by the Project Authority. Any request for payment must be accompanied by a copy of the statutory holiday authorization, including any premium to be paid, and a report containing the details of the statutory holiday worked pursuant to the written authorization.

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Statutory holidays are regulated by provincial legislation and is therefore calculated based on where the work is performed.

## ANNEX C

### Non-Disclosure Agreement

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

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

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

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.: *To be inserted at contract award*

Signature

\_\_\_\_\_.

Date

\_\_\_\_\_.