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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes

### **1.2 Summary**

#### **1.2.1**

Employment Social Development Canada requires Security guard services for multiple Service Canada Centers (SCC) and Passport Offices in the Nunavut Settlement Area.

#### **1.2.2**

The requirement is subject to a preference for Canadian services.

#### **1.2.3**

The requirement is limited to Canadian services.



#### **1.2.4**

The Request for Standing Offers (SO) is to establish National Master Standing Offers for the delivery of the requirement detailed in the SO, to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements (CLCAs).

##### **1.2.4.1 Nunavut Land Claims Agreement (NLCA)**

This Request for Standing Offer (RFSO) is subject to the Nunavut Land Claims Agreement (NLCA).

### **1.3 Security Requirements**

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

### **1.4 Debriefings**

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

### **1.5 Anticipated migration to an e-Procurement Solution (EPS)**

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.



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## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The [2006](#) 2020-05-28 Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: 60 days  
Insert: 90 days

#### 2.1.1 SACC Manual Clauses

M0019T 2007-05-25 The Offeror is required to submit firm prices, rates or both that will apply for the entire period of the Standing Offer.

### 2.2 Submission of Offers

Offers must be submitted only to Employment Social Development Canada (ESDC) Bid Receiving Unit by the date, time and place indicated in the SO.

[NC-Allocations-GD@hrsdc-rhdcc.gc.ca](mailto:NC-Allocations-GD@hrsdc-rhdcc.gc.ca)

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to ESDC will not be accepted.

### 2.3 Former Public Servant

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

#### Definitions

For the purposes of this clause,

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



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

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

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

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

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

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

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

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

#### **Work Force Adjustment Directive**

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

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;



- 
- e. rate of pay on which lump sum payment is based;
  - f. period of lump sum payment including start date, end date and number of weeks;
  - g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

## 2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 3 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

## 2.5 Applicable Laws

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

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

## 2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors 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) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.



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

### **3.1 Offer Preparation Instructions**

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

- Section I: Technical Offer (1 soft copy)
- Section II: Financial Offer (1 soft copy)
- Section III: Certifications (1 soft copy)

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

#### **Section I: Technical Offer**

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

#### **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with the Annex B, "Basis of Payment". Offerors must provide rates for the initial period and each optional year. The total amount of Applicable Taxes must be shown separately.

#### **Section III: Certifications**

Offerors must submit the certifications required under Part 5.



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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 technical and financial evaluation criteria.

(b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1 Technical Evaluation

The Bidder must meet the mandatory technical and rated criteria specified in annex E. Any bid which fails to meet the mandatory technical criteria's and the mandatory rated criteria's will be declared non-responsive.

Each mandatory technical criterion will be addressed separately and a passing mark as been determined for each, this mark must be met to be determined as responsive.

The Bidder must provide the necessary documentation to clearly demonstrate compliance with this requirement.

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

See Annex E – Mandatory Technical Criteria and Mandatory Rated Criteria

#### 4.1.2 Financial Evaluation

##### 4.1.2.1 Evaluation of Price - Offer

SACC *Manual* Clause [M0220T](#) 2016-01-28, Evaluation of Price-Bid

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

### 4.2 Basis of Selection

#### 4.2.1 Basis of Selection

##### **SACC *Manual* Clause M0035T 2007-05-25 - the lowest price per point**

1. To be declared responsive, an offer must:
  - a. comply with all the requirements of the Request for Standing Offers;
  - b. meet all mandatory technical evaluation criteria; and
  - c. obtain the required minimum of 17 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 45.
2. Offers not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive offer that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive offer with the lowest evaluated price per point will be recommended for issuance of a standing offer.



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## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **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.

#### 5.1.2 Additional Certifications Required with the Offer

##### 5.1.2.1 Canadian Content Certification

5.1.2.1.1 SACC *Manual* clause [A3050T](#) 2020-07-01 Canadian Content Definition

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

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

#### 5.2.1 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-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### 5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror 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-Labour's](https://www.canada.ca/en/employment-social-development/canada-labour/s) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).



Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the “FCP Limited Eligibility to Bid” list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

Canada will also have the right to terminate the Call-up 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 Offeror must provide the Standing Offer Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before the issuance of a Standing Offer. If the Offeror is a Joint Venture, the Offeror must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

### 5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

#### 5.2.3.1 Canadian Content Certification

##### 5.2.3.1.1 SACC Manual clause [A3050T](#) 2020-07-01 Canadian Content Definition

1. **Canadian good:** A good wholly manufactured or originating in Canada is considered a Canadian good. A product containing imported components may also be considered Canadian for the purpose of this policy when it has undergone sufficient change in Canada, in a manner that satisfies the definition specified under the [Canada-United States-Mexico Agreement \(CUSMA\)](#) Rules of Origin. For the purposes of this determination, the reference in the CUSMA Rules of Origin to "territory of one or more of the Parties" is to be replaced with "Canada". (Consult [Section 3.130](#) and [Annex 3.6](#) of the Supply Manual for further information.)
2. **Canadian service:** A service provided by an individual based in Canada is considered a Canadian service. Where a requirement consists of only one service, which is being provided by more than one individual, the service will be considered Canadian if a minimum of 80 percent of the total bid price for the service is provided by individuals based in Canada.
3. **Variety of goods:** When requirements consist of more than one good, one of the two methods below is applied:
  - a. aggregate evaluation: no less than 80 percent of the total bid price must consist of Canadian goods; or,
  - b. item by item evaluation: in some cases, the bid evaluation may be conducted on an item-by-item basis and contracts may be awarded to more than one supplier. In these cases, suppliers will be asked to identify separately each item that meets the definition of Canadian goods.
4. **Variety of services:** For requirements consisting of more than one service, a minimum of 80 percent of the total bid price must be provided by individuals based in Canada.
5. **Mix of goods and services:** When requirements consist of a mix of goods and services, no less than 80 percent of the total bid price must consist of Canadian goods and services (as defined above).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6](#), Example 2, of the Supply Manual.



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6. **Other Canadian goods and services:** Textiles: Textiles are considered to be Canadian goods according to a modified rule of origin, copies of which are available from the Clothing and Textiles Division, Commercial and Consumer Products Directorate.

#### 5.2.3.2 Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer 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 Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror 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 Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.



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## PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

### 6.1 Security Requirements

1. At the Request for Standing Offers closing date, the following conditions must be met:
  - a. the Offeror's proposed individuals must have at minimum a valid police check from the Canadian Police Information Centre (CPIC) completed;
  - b. the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicate in Part 7A - Standing Offer unless under escort by an employee from the Government of Canada who meets the security requirements as indicate in Part 7A - Standing Offer;
  - c. the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. For additional information on security requirements, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.
3. The instructions below are to be followed for guards that do not yet have a valid security screening:
  - a. The guards are not to manipulate or have access to Canadian's information or any protected or classified documents.
  - b. The guards must remain within public areas – no access to the restricted secured areas, unless under escort by an employee from the Government of Canada who meets the security requirements as indicate in Part 7A - Standing Offer;

### 6.2 Insurance Requirements

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

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



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## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 7.1 Offer

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

#### 7.2 Security Requirements

The following security requirements apply and form part of the Standing Offer.

1. The vendor's personnel will be placed at the public zone of the Service Canada Centres;
2. The vendor's personnel may only access the secure office area of the Service Canada Centres to access the bathroom and/or kitchen and will only do so under escort of the ESDC staff.

#### 7.3 Standard Clauses and Conditions

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

##### 7.3.1 General Conditions

2005 2017-06-21 General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

#### 7.4 Term of Standing Offer

##### 7.4.1 Period of the Standing Offer **To be completed at award**

The period for making call-ups against the Standing Offer is from \_\_\_\_\_ to \_\_\_\_\_.

##### 7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional 2 period of 12 months under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

#### 7.5 Authorities

##### 7.5.1 Standing Offer Authority **To be completed at award**

The Standing Offer Authority is:

Name: Mykola Polataiko  
Title: Procurement and Contracting Officer, Chief Financial Officer Branch  
Public Employment Social Development Canada  
Directorate: Chief Financial Officer Branch



Address: 140 Promenade du Portage, Gatineau, QCc K1A 0J9

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

E-mail address: \_\_\_\_\_

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

**7.5.2 Project Authority To be completed at award**

The Project Authority for the Standing Offer is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

E-mail address: \_\_\_\_\_

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

**7.5.3 Offeror's Representative To be completed at award**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

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

**Definitions**

For the purposes of this clause,



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

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

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

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

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

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

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

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

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

#### **Work Force Adjustment Directive**

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

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;



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

## 7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Employment Social Development Canada.

### 7.7.1 Insurance – Specific Requirements

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

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

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

## 7.8 Call-up Procedures

- a. Multiple Standing Offers:

**Right of first refusal basis:** The call-up procedures require that when a requirement is identified, the identified user will contact the highest-ranked offeror to determine if the requirement can be satisfied by that offeror. If the highest-ranked offeror is able to meet the requirement, a call-up is made against its standing offer. If that offeror is unable to meet the requirement, the identified user will contact the next ranked offeror. The identified user will continue and proceed as above until one offeror indicates that it can meet the requirement of the call-up. In other words, call-ups are made based on the "right of first refusal" basis. When the highest-ranked offeror is unable to fulfill the need, the identified user is required to document its file appropriately. The resulting call-ups are considered competitive and the competitive call-up authorities can be used

The first right of refusal will be exercised by the offeror within 48hrs via email. If the offeror does not reply within 48hrs to the email, the first right of refusal will be automatically applied.

Offerers, who are within 20 percent of the best-priced offer, will be considered.



**Example:**

Offeror X bid (best price overall) has submitted a regular hourly rate of \$20.00 the next 5 offerers within 20% of \$20.00 will be included in the Standing Offer.

**7.9 Call-up Instrument**

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

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

or

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

**7.10 Limitation of Call-ups**

- Call-up Limits: A call-up issued against a standing offer constitutes an individual contract and normal Treasury Board (TB) contracting limits apply. Contracting officers will set the call-up limit in the standing offer document for the client department as defined in the standing offer, as the case may be. For standing offers for goods, services or construction, contracting officers may set the maximum call-up limit using [Appendix C - Treasury Board Contracts Directive](#), as a guide. The Directive sets the dollar limit for contract entry for goods, services and construction, above which departments must seek the approval of TB to enter into the contract. For most clients, their individual call-up limits (GST/HST included) are usually the normal TB contracting limits as detailed in the table below; however, PWGSC has the authority to further limit the value of individual call-ups.

**Table 1 - Financial Call-Up Limitations for Clients**

Competitive	Non-competitive
-------------	-----------------



<u>Goods/Construction</u>	\$400,000	\$40,000
<u>Services Excluding A&amp;E</u>	\$400,000	\$100,000
<u>A&amp;E Services</u>	\$40,000	\$40,000

- Financial Limitation: The inclusion of a limitation of expenditure in standing offers is optional. The contracting officer will determine the need for inclusion of a limit on the basis of the type of standing offer (Master or Individual), the degree of control over total expenditures and the needs of the client department. SACC Manual clause [M4506C](#) may apply.
- Identified Users: The identified users authorized to make call-ups against standing offers could include any government department, agency or Crown corporation listed in [Schedule I](#), [Schedule I.1](#), [Schedule II](#), [Schedule III](#) of the *Financial Administration Act*. See SACC Manual [template RFSO](#), Part 6B, article 6.
- Standing Offers Reporting: The standing offer authority may indicate in the standing offer the reporting requirement for the offeror, or the client, as applicable. The standing offer should indicate the time frame within which each report must be submitted following the reporting period. See SACC Manual clause [M7010C](#). See also [8.75.1 Reporting for Standing Offers and Supply Arrangements](#) for more details on reporting.

Individual call-ups against the Standing Offer must not exceed \$200,000.00 (Applicable Taxes included).

### 7.11 Financial Limitation

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of \$800,000.00 unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call-ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 1 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

### 7.12 Priority of Documents

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

- the call up against the Standing Offer, including any annexes;
- the articles of the Standing Offer;
- the general conditions [2005](#) 2017-06-21, General Conditions - Standing Offers - Goods or Services
- Annex A, Statement of Work;
- Appendix A1 and A2, Locations;
- Annex B, Basis of Payment;
- Annex C, Insurance Requirements;
- Annex D, Federal Contractors Program for Employment Equity – Certification
- the Offeror's offer dated \_\_\_\_\_ **To be completed at award**



## **7.13 Certifications and Additional Information**

### **7.13.1 Compliance**

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

### **7.14 Applicable Laws**

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

### **7.15 Transition to an e-Procurement Solution (EPS)**

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.



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## B. RESULTING CONTRACT CLAUSES

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

### 7.1 Statement of Work

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

### 7.2 Standard Clauses and Conditions

#### 7.2.1 General Conditions

2010C 2020-05-28, General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

### 7.3 Term of Contract

#### 7.3.1 Period of the Contract **To be completed at award**

The period of the Contract is from \_\_\_\_ to \_\_\_\_ inclusive.

#### 7.3.2 Delivery Date

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

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

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 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 FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

### **Definitions**

For the purposes of this clause,

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

- e. an individual;
- f. an individual who has incorporated;
- g. a partnership made of former public servants; or



- h. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

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

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

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

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

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

### **Work Force Adjustment Directive**

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

If so, the Offeror must provide the following information:

- h. name of former public servant;
- i. conditions of the lump sum payment incentive;
- j. date of termination of employment;
- k. amount of lump sum payment;
- l. rate of pay on which lump sum payment is based;
- m. period of lump sum payment including start date, end date and number of weeks;
- n. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

## **7.5 Payment**

### **7.5.1 Basis of Payment**

The Contractor will be paid the firm all-inclusive hourly rates identified in Annex "B", Basis of Payment, for the work performed under the contract. Customs duties are included and the applicable taxes are extra.



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## 7.5.2 Limitation of Price

SACC Manual clause [C6000C](#) 2017-08-17 Limitation of Price

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

## 7.6 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. a copy of time sheets to support the time claimed;

## 7.7 Insurance - Specific Requirement

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

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

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

## 7.8 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.

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

### **1.0 Title**

Security guard services for Service Canada Centers (SCC) and Passport Offices in the Nunavut Settlement Area.

### **2.0 Objectives**

Service Canada/Employment Social Development Canada (ESDC) has a requirement for security guard services at their three (3) locations listed in Appendix A1 & A2. This Standing Offers (SO) will be used upon right of first refusal engaged by the primary mandatory Standing Offer holder.

### **3.0 Background Statement**

Service Canada Centers temporarily closed to the public in March 2020 due to the COVID pandemic. ESDC will now gradually reactivate service at Service Canada Centers (SCC) and Passport offices (PPT) while ensuring appropriate health and safety considerations are in place.

The service delivery network will reactivate based on a new service experience model and a new physical work environment.

### **4.0 Scope**

The security guards will assist Service Canada with monitoring and management of select key changes. This includes, but not limited to, managing client access point, limiting access based on appointments or site capacity for walk-ins, monitoring exterior line-ups, maintaining order and promotion of health and safety protocols for all clients/visitors.

Locations where Security Guard Services will be required upon request; see Appendix A1 and Appendix A2.

### **5.0 Tasks**

#### Requirements

##### **a) Hours of Work**

- Monday to Friday 08:00 to 16:00 (or 08:30 to 16:30)
- Hours include 30-minute lunch break and 2-15 minute breaks
- Hours are 5 days a week excluding Statutory Holidays
- Security guards to notify on-site Service Canada contact of arrival / departure.
- Timing of Lunch and breaks to be determined in discussions with the SCC Manager.
- Second security guard on-site hours may vary based on office volume.



#### **b) Duties**

Security guards employed at SCCs are to perform a range of duties including access control, response to alarms, and assist in the maintenance of good order in the public areas. Other duties will be related to Safety and Security.

- There is one fixed post at the entry point (First point of contact assessment zone)
- Security guards will monitor/manage the first point of contact assessment zone, which includes monitoring external client line-up
- Access control – Maximum occupant capacity to be determined by SCC Management. Service Canada to provide client appointment list (priority access for clients with appointments, walk-ins based on capacity)
- Screen and monitor clients while maintaining physical distancing protocols (See Annex A, parts c) d) and e).
- Clients requesting to drop off documents without speaking to an employee may be given priority access based on capacity.
- When required, Instruct clients to place documents in secure lock box (drop off)
- Promotion of health and safety protocols for all clients/visitors (physical distancing, availability of disinfectant/sanitizing supplies, directional indicators for safe client flow)
- Monitor/Replenish / replace hand sanitizers in first point of contact assessment zone
- Security guards to wear PPE or other equipment as indicated (See Annex A, parts a) and b)
- Security guards to sanitize their work area.

#### **c) Security Incidents**

Security guard will never become physically involved with any person in the execution of their duties. The only exception is the use of force necessary to defend themselves. They are to assist in the maintenance of good order within Service Canada premises.

- Incidents of clients not respecting health and safety protocol will be reported to the Manager.
- Incidents of abusive or violent employees or public, disorderly conduct, unauthorized persons refusing to leave, intoxicated persons on the premises, etc. will be referred to the local Police Department or 911 in an emergency.
- Security guards must maintain surveillance of clients displaying suspicious or unusual conduct. These incidents will be reported on a General Occurrence Report (See Post Orders). These reports will be forwarded to the Manager who will forward to the proper authorities.

#### **d) Evacuations**

Emergency Evacuation Procedures are to be provided by SCC Management to the security guards. Basic duties include:

- In an organized fashion, the security guards must ensure that all members of the public have left the office and are being directed to the appropriate exit/stairwells for a safe exit.
- The security guards is responsible for locking the main doors of the office and reporting to the Service Manager for further instruction.
- When clearance has been received to return to the office, security guards are responsible for lining people up outside of the office; ensuring physical distancing protocols are adhered to.



- The Manager of the office will then assess readiness of the office and communicate with the security guards when it is time to reopen the doors.

**e) Deliveries / Packages**

- The security guards are not to accept or sign for parcels / courier items.
- When a package arrives, the security guards will notify the on-site contact.
- The security guards will not temporarily store clients' backpacks or bags.
- Articles turned in by the public or found by the security guards will be reported to the on-site contact.

**f) Injury / First Aid**

- If in the immediate vicinity, the security guards will administer First Aid and remain with the injured person. Instruct someone to contact Emergency Services at 911.
- If the injury or illness is serious in nature and the security guards places the call to 911 he/she must be prepared to give as much detail as possible, i.e. type of injury, age/gender of the injured party, location of the injured person and the most expeditious entrance/doorway/street etc. to be used by emergency personnel.
- Record names, telephone numbers and addresses of any witnesses

## **6.0 Constraints**

Language requirement: Bilingual (English and French only) and unilingual (English only).

Locations where Bilingual Security Guard Services are required; see Appendix A2.

## **7.0 Client Support/Key Stakeholders**

Service Canada will:

1. Provide Post Order to the Security Guard;
2. Be responsible to purchase and supply any required Personal Protective Equipment (PPE) or other equipment to all participating locations for the protection of the assigned security guard;
3. Ensure participating Service Canada locations have a designated reception, waiting area and service zone for clients set-up.

## **8.0 Performance and Monitoring**

Each SCC Manager will ensure work is accomplished accordingly and will report to the appropriate Regional Security Office any concern or problem.



**APPENDIX A1 - UNILINGUAL LOCATIONS**

<b>SCC / SCC-PS Sites</b>	<b>Address</b>	<b>Province / Territory</b>	<b>Bilingual Site Y/N</b>
Cambridge Bay SCC	16 Mitik Street Cambridge Bay, NU X0B 0C0  Mail: P.O. Box 2010 Cambridge Bay, NU X0B 0C0	NU	No
Rankin Inlet	NTI Building 164-1 Mivvik St Rankin Inlet, NU X0C 0G0  Mail: P.O. Box 97 Rankin Inlet, NU X0C 0G0	NU	No



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**APPENDIX A2 - BILINGUAL LOCATIONS**

<b>SCC / SCC-PS Sites</b>	<b>Address</b>	<b>Province / Territory</b>	<b>Bilingual Site Y/N</b>
Iqaluit	933 Mivvik Street Iqaluit, Nunavut X0A0H0  Mail: P.O. Box 639 Iqaluit, Nunavut X0A 0H0	NU	Yes



**ANNEX B - BASIS OF PAYMENT**

**Financial Bid Submission Requirements**

- (a) Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- (b) The Bidder must submit their financial bid in accordance with the Basis of Payment.
- (c) All prices are in Canadian dollars.
- (d) Applicable Taxes are extra.

**Unilingual Security Services Rates (English Only)**

**Firm Unit Prices – Security Guard Services – Nunavut Region – Initial Year**

Description	Unit of Measurement	Firm Unit Price(s)
Unilingual Security Services as describes in Annex A – Statement of Work – <b>Regular hours</b> (Mon-Fri 8am-4pm)	Per hour	\$
Unilingual Security Services as describes in Annex A – Statement of Work – Approved <b>overtime hours</b>	Per hour	\$

**Firm Unit Prices – Security Guard Services – Nunavut Region – Option Year 1**

Description	Unit of Measurement	Firm Unit Price(s)
Unilingual Security Services as describes in Annex A – Statement of Work – <b>Regular hours</b> (Mon-Fri 8am-4pm)	Per hour	\$
Unilingual Security Services as describes in Annex A – Statement of Work – Approved <b>overtime hours</b>	Per hour	\$

**Firm Unit Prices – Security Guard Services – Nunavut Region – Option Year 2**

Description	Unit of Measurement	Firm Unit Price(s)
Unilingual Security Services as describes in Annex A – Statement of Work – <b>Regular hours</b> (Mon-Fri 8am-4pm)	Per hour	\$



Unilingual Security Services as describes in Annex A – Statement of Work – Approved <b>overtime hours</b>	Per hour	\$
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**Bilingual Security Services Rates**

**Firm Unit Prices – Security Guard Services – Nunavut Region – Initial Year**

Description	Unit of Measurement	Firm Unit Price(s)
Bilingual Security Services as describes in Annex A – Statement of Work – <b>Regular hours</b> (Mon-Fri 8am-4pm)	Per hour	\$
Bilingual Security Services as describes in Annex A – Statement of Work – Approved <b>overtime hours</b>	Per hour	\$

**Firm Unit Prices – Security Guard Services – Nunavut Region – Option Year 1**

Description	Unit of Measurement	Firm Unit Price(s)
Bilingual Security Services as describes in Annex A – Statement of Work – <b>Regular hours</b> (Mon-Fri 8am-4pm)	Per hour	\$
Bilingual Security Services as describes in Annex A – Statement of Work – Approved <b>overtime hours</b>	Per hour	\$

**Firm Unit Prices – Security Guard Services – Nunavut Region – Option Year 2**

Description	Unit of Measurement	Firm Unit Price(s)
Bilingual Security Services as describes in Annex A – Statement of Work – <b>Regular hours</b> (Mon-Fri 8am-4pm)	Per hour	\$
Bilingual Security Services as describes in Annex A – Statement of Work – Approved <b>overtime hours</b>	Per hour	\$

**Commuting allowance**

Remote locations are identified as, travel distance beyond 45 km round trip



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### **Traveling Time/Travel Allowance**

All transportation costs between the resource's residence and the work site and/or the Offeror premises are the sole responsibility of the Offeror.

If a resource is required to use his/her own vehicle, to carry out the requested service then costs incurred will be as per the latest Travel and Living Expenses – *National Joint Council Travel Directive*.

### **Travel and Living Expenses – National Joint Council Travel Directive**

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the *National Joint Council Travel Directive* and with the other provisions of the directive referring to "travelers", rather than those referring to "employees".

All payments are subject to government audit.



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## ANNEX C - INSURANCE REQUIREMENT

### COMMERCIAL EXCESS LIABILITY INSURANCE

1. The Contractor must obtain Commercial Excess Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than **\$2,000,000** per accident or occurrence and in the annual aggregate.
2. The Commercial Excess Liability policy must include the following:
  - a. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - b. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - c. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - d. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - d. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - f. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - g. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - h. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - i. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - j. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.



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## ANNEX D to PART 5 OF THE REQUEST FOR STANDING OFFERS

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Offeror, by submitting the present information to the Standing Offer 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 an offer non-responsive, or may set-aside a Standing Offer, or will declare a contractor in default, if a certification is found to be untrue, whether during the offer evaluation period, during the Standing Offer period, or during the contract period. Canada will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with any request or requirement imposed by Canada may render the Offer non-responsive, may result in the Standing Offer set-aside 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 RFSO closing date.)

Complete both A and B.

A. Check only one of the following:

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

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

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

OR

- A5.2. The Offeror certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to issuance of a standing offer, 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 Offeror is not a Joint Venture.

OR

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



**ANNEX E – MANDATORY TECHNICAL CRITERIAS AND MANDATORY RATED CRITERIAS**

The Bidder must meet the mandatory technical criteria's and mandatory rated criteria's specified below. Any bid which fails to meet the mandatory technical criteria's and the mandatory rated criteria's will be declared non-responsive.

Each mandatory technical and rated criterion will be addressed separately and a passing mark as been determined for each, this mark must be met to be determined as responsive.

The Bidder must provide the necessary documentation to clearly demonstrate compliance with these requirements.

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

**Mandatory Technical Criteria's**

Bids which fail to obtain the required total of 7 "Met" will be declared nonresponsive. Each criterion will be addressed separately.

Item No.	Evaluation Criteria	Met / Not Met	Remarks / Notes
M-1	<p><b>Must</b> obtain and maintain a Commercial Excess Liability Policy as identified in Annex C (copy of the policy/insurance <b>must</b> be provided <b>at contract award</b>).</p> <p><i>*the bidder <b>must</b> indicate in their proposal if Commercial Excess Liability Policy is not currently held but will be obtained and a copy of the policy <b>must</b> be provided at contract award*</i></p>		
M-2	<p><b>Must</b> obtain and maintain an active and in good standing status with Federal Workers Compensation Service or equivalent (copy of the vendors clearance <b>must</b> be provided at contract award).</p> <p><i>*the bidder <b>must</b> indicate in your proposal if Federal Workers Compensation Service or equivalent is not currently held but must be obtained and a copy <b>must</b> be provided at contract award*</i></p>		
M-3	<p><b>Must</b> provide the names and copies of police record checks held by the proposed security guards (the name and copy of police record check must be submitted at bid closing);</p>		



M-4	<b>Must</b> have the capacity to provide services in <b>ALL</b> locations listed in Appendix A1 & Appendix A2 by clearly stating this capability within their proposal.		
M-5	<b>Must</b> have the capacity to provide <b>bilingual</b> services in ALL locations listed in Appendix A2 by clearly stating this capability within their proposal.		

**Point Rated Criteria's**

Bids which fail to obtain the required minimum number of points of **17 out of 45** will be declared nonresponsive. Each point-rated technical criterion will be addressed separately.

Item No.	Evaluation Criteria	Required Minimum Number of Points	Maximum Number of Points
R-1	<p>The Bidder <b>must</b> demonstrate his experience by providing relevant examples with supporting references in the last five years and/or during the existence of the company of how the company has met their contractual obligations in the delivery of security services.</p> <p>Note: Each contract or example referenced must for a duration of three months or longer.</p> <p>The reference should include as a minimum:</p> <ul style="list-style-type: none"> <li>a) Client Organization name;</li> <li>b) Start Date and End Date -specify month and year (or indicate if work is still in progress).</li> <li>c) A description of the scope of the services provided;</li> <li>and</li> <li>d) Name and contact information (phone number, email) of an Authorized Representative who will confirm the information supplied by the Bidder.</li> </ul> <p>"0" for no information submitted            "3" for providing one example            "6" for providing two examples            "10" for providing three examples</p>	6	10
R-2	The Bidder <b>must</b> clearly demonstrate in their proposal that the firm/company has a minimum of 3 years' experience in the field of providing security services.	6	10



	<p>The experience must be current, within the past 5 years.</p> <p>"0" for no information submitted          "3" for providing one example          "6" for providing two examples          "10" for providing three examples</p>		
R-3	<p>The Bidder <b>must</b> clearly state in their proposal the number of security guards available in their workforce.</p> <p>Average score will be assigned using the following formula:</p> <p>"0" for no resources          "5" for one (1) to four (4) resources          "10" for five (5) or more resources</p>	5	10
<b>Inuit Benefits Criteria</b>			
IBC-1	<p>The Bidder must clearly demonstrate within their proposal the employment of Inuit labour by providing a list of their workforce and indicating resources who are Inuit;</p> <p>"0" for no information submitted          "1" for having 10%-30% Inuit workforce          "2" for having 31%-50% Inuit workforce          "5" for having 51% or greater Inuit workforce</p>	0	5
IBC-2	<p>Bidder must clearly demonstrate within their that they have made commitments, with respect to on-the-job training or skills development for Inuit in the last five years and/or during the existence of the company of how the company;</p> <p>"0" for no information submitted          "1" for providing one or more examples</p>	0	1
IBC-3	<p>The bidder must clearly demonstrate within their proposal that they are an Inuit firm and/or will be engaging Inuit firm(s) as subcontractor(s) in carrying out the government contract in the Nunavut Settlement Area (NSA);</p> <p>The bidder must first indicate if they are an Inuit Firm. If the bidder is subcontracting the work, the bidder must state the portion of work that will be subcontracted, and to whom.</p> <p>"0" for no information submitted          "1" for being not being an Inuit firm AND will</p>	0	5



	be engaging Inuit firm(s) as subcontractor(s) in carrying out less than 100% of the government contract in the Nunavut Settlement Area "3" for being an Inuit firm OR being an Inuit firm and will be engaging other Inuit firm(s) as subcontractor(s) in carrying out 100% of the government contract in the Nunavut Settlement Area		
IBC-4	The bidder or subcontractor has head offices, administrative offices, or other facilities in the Nunavut Settlement Area;  The bidder must provide a list of all their offices including their address and indicating where their head office is located.  "0" for no information submitted or not having any offices in the Nunavut Settlement Area "4" for having 1 or more offices operating in the Nunavut Settlement Area	0	4
<b>Total overall to be determined responsive</b>		<b>17</b>	<b>45</b>