



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving Public Works and Government
Services Canada/Réception des
soumissions\Travaux publics et Services
gouvernementaux Canada
See herein for bid submission
instructions/
Voir la présente pour les
instructions sur la présentation
d'une soumission
NA
Ontario

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

Public Works and Government Services Canada
Ontario Region
10th Floor, 4900 Yonge Street
Toronto
Ontario
M2N 6A6

Title - Sujet Security Guards for CBSA in Laval	
Solicitation No. - N° de l'invitation 47419-226593/A	Date 2021-02-23
Client Reference No. - N° de référence du client 47419-226593	
GETS Reference No. - N° de référence de SEAG PW-\$TOR-014-8028	
File No. - N° de dossier TOR-0-43096 (014)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2021-03-15 Heure Avancée de l'Est HAE	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Vandonk, Tyler	Buyer Id - Id de l'acheteur tor014
Telephone No. - N° de téléphone (905) 301-5477 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: CANADA BORDER SERVICES AGENCY Agence des Services Frontaliers du Canada Centre de surveillance de l'immigra 200 Montee Saint-Francois Laval Quebec H7C1S5 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, the Task Authorization Form 572 and any other annexes.

1.2 Summary

- 1.2.1 The Canada Border Services Agency (CBSA) currently operates the Quebec Immigration Holding Center (Quebec IHC, hereinafter referred to as the IHC), a 109-bed (bed complement subject to change) detention facility at 200 Montée St-François, Laval Québec, for individuals detained under the Immigration and Refugee Protection Act (IRPA). The IHC admits detained individuals 24 hours per day, seven (7) days per week as a result of inland arrests made throughout the Quebec region, as well as persons arrested and detained at any port of entry (POE) throughout Quebec and on occasion, in Ontario and the Atlantic provinces. The future Laval IHC facility, located at 300 Montée St-François, Laval Québec, will have the capacity to accommodate up to 133 detained clients.

The CBSA also operates day cells in satellite offices located at 1010 St-Antoine O. Montréal, Québec and 200 René-Lévesque, Montréal, Québec, which are primarily used to hold individuals while they appear before the Immigration and Refugee Board (IRB) for an immigration proceeding or a detention review. The satellite offices are open weekdays only.

For all of the above locations, the Contractor's security resources must:

1. Maintain custody and control of all individuals and their luggage and personal effects (for example, money, jewellery), and keep individuals safe and secure through regular observation, monitoring, engagement and intervention, when and where necessary;
2. Transport individuals and their luggage and personal effects to and from various locations within the region and on occasion, in Ontario and the Atlantic provinces; and

3. Confirm the departure from Canada of individuals subject to a removal order or who have withdrawn an application to enter Canada and are issued an allowed to leave document under the IRPA. This includes individuals who are under a detention order, as well as individuals who are released into the community and present themselves independently for removal.

The requirement will be for one year starting 5 July 2021, and ending 30 June 2022. Plus one three month option period under the same terms and pricing as the initial period.

- 1.2.2 There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgscc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgscc.gc.ca/esc-src/introduction-eng.html>) website.
- 1.2.3 The requirement is limited to Canadian goods and services.
- 1.2.4 There is a mandatory bidders' conference associated with this requirement. Consult Part 2 – Bidder Instructions.
- 1.2.5 The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.
- 1.2.6 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.
- 1.2.7 The Phased Bid Compliance Process applies to this requirement.

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days
Insert: 120 days

2.2 Submission of Bids

Bids must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the RFSO:

PWGSC Ontario Region Bid Receiving Unit

Only bids submitted using epost Connect service will be accepted. The Bidder must send an email requesting to open an epost Connect conversation to the following address:
TPSGC.oreceptiondessaoumissions-orbidreceiving.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 Instruction [2006](#), or to send offers through an epost Connect message if the Bidder is using its own licensing agreement for epost Connect.

It is the Bidder's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the Request for Proposal closing date.

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

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

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

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

2.4 Enquiries - Bid Solicitation

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

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

2.5 Applicable Laws

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

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 Mandatory Bidders' Conference

Bidders must communicate with the Contracting Authority no later than 3 days prior to Bidders' Conference to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders will be required to sign an attendance attestation. Bidders should confirm in their bid that they have attended the bidders' conference. Bidders who do not attend the mandatory conference or do not send a representative will not be given an alternative appointment and their bid will be declared non-responsive. Any clarifications or changes to the bid solicitation resulting from the conference will be included as an amendment to the bid solicitation.

The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. As this will be held virtually, it is requested that each Bidder limit call-in accounts to two (2) per Bidder.

It is mandatory that the Bidder or a representative of the Bidder to attend the virtual Bidders' Conference. Arrangements have been made for the virtual Bidders' Conference to be held March 9, 2021. The virtual site visit will begin at 13:00 EST.

2.7 Bid Challenge and Recourse Mechanisms

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- (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

The Bidder's electronic bid, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

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

Section I: Technical Bid

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

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

Section II: Financial Bid

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

3.1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex C Electronic Payment Instruments, to identify which ones are accepted.

If Annex C 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.

3.1.3 Exchange Rate Fluctuation

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

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Phased Bid Compliance Process

4.1.1.1 (2018-07-19) General

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

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

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

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

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2020-05-28) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).

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

4.1.1.2 (2018-03-13) Phase I: Financial Bid

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.

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- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

4.1.1.3 (2018-03-13) Phase II: Technical Bid

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

information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.

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

4.1.1.4 (2018-03-13) Phase III: Final Evaluation of the Bid

- (a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

4.1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Annex K.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

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

4.1.2.2 Financial Evaluation Process

The financial evaluation process is described as follows:

- (i) Bids will be evaluated based on the prices proposed in Annex B: Basis of Payment.
- (ii) The Total Evaluated Price is the aggregated total of the listed schedules (1.Regular Rate, 2.Statutory Holiday Rate, 3. On-Call Rate, 4. Over Time Rate, and 5. Vehicle Rate) all applicable taxes extra from Annex B, Basis of Payment. The price used in the evaluation will be the Total Evaluated Price which is calculated as per the Basis of Payment.
- (iii)The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian custom duties and excise taxes included.

4.2 Basis of Selection

- (a) To be declared responsive a bid must:
 - (i) comply with all the requirements of the bid solicitation; and
 - (ii) meet all mandatory criteria;
- (b) Bids not meeting (i) and (ii) will be declared non-responsive.
- (c) The successful bidder selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
- (d) To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
- (e) To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
- (f) For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- (g) Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

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

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

	Bidder 1	Bidder 2	Bidder 3
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Id de l'acheteur - Buyer ID
TOR014
N° CCC / CCC No./ N° VME - FMS

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

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.1.2 Additional Certifications Required with the Bid

5.1.2.1 Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that:

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

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

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

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

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

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

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

5.2.3.2 Education and Experience

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

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
 - (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

6.2 Additional Security Requirement

The CBSA, will conduct its own personnel Reliability Status assessment of the Contractor (specifically the Contractor personnel), which is allowed under the Treasury Board Secretariat of Canada's (TBS) "Security and Contracting Management Standard" and the Policy on Government Security – Personnel Security Standard. Reliability Status assessment conducted by the CBSA will include a credit check.

If the Contractor (specifically the Contractor personnel), has already been screened under the TBS Policy on Government Security - Personnel Security Standard, the Contractor (specifically the Contractor personnel), will still undergo a security screening process to be conducted by the CBSA.

The credit check and fingerprinting*, if required, will be performed by an authorized security official with the CBSA's "Personnel Security Screening Section" (PSSS), which is independent of the Public Works and Government Services Canada's (PWGSC), "Canadian and International Industrial Security Directorate" (CIISD). In addition, the Vulnerable Sector Check (VSC) must be completed at your local municipal Police department.

Until the credit check, fingerprinting* (if required), VSC and all other security screening processes required have been completed and the Contractor (specifically the Contractor personnel) is deemed suitable by the CBSA, the Contractor (specifically the Contractor personnel) will not be permitted access to Protected / Classified information or assets, and further, will not be permitted to enter sites where such information or assets are kept.

***Fees are applicable. Vulnerable Sector Check (VSC), Fingerprinting, if required, will be at the Bidder's cost.**

6.3 Financial Capability

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N° de la modif - Amd. No.
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TOR-0-43096

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

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

6.4 Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex F.

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

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.1.1 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

7.1.1.1 Task Authorization Process

1. The Project Authority (or delegated authority) will provide the Contractor with a description of the task using the Task Authorization form specified in Annex I.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis and methods of payment as specified in the Contract.
3. The Contractor must not commence work until a TA authorized by the Project Authority (or delegated authority) has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

7.1.1.2 Task Authorization Limit

The Project Authority (or delegated authority) may authorize individual task authorizations up to a limit of \$ 40,000.00 Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the *Contracting Authority* before issuance.

7.1.1.3 Canada's Obligation - Portion of the Work - Task Authorizations

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

7.1.1.4 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a semi-annual basis to the Contracting Authority.

The periods are defined as follows:

1st half: July 1 to December 31;

2nd half: January 1 to June 30.

The data must be submitted to the Contracting Authority no later than 14 calendar days after the end of the reporting period.

Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

[2035](#) (2020-05-28), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

[4008](#) (2008-12-12), Personal Information apply to and form part of the Contract.

7.3 Security Requirements

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

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER :

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid *Designated Organization Screening* (DOS), issued by the Canadian

Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

2. The Contractor/Offeror personnel requiring access to *sensitive work site(s)* must EACH hold a valid RELIABILITY STATUS, granted or approved by the CISD/PWGSC.
3. Subcontracts, which contain security requirements, are NOT to be awarded without the prior written permission of the CISD/PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
 - a) *Security Requirements Check List* and Security Guide (if applicable), attached at Annex C;
 - b) *Industrial Security Manual* (Latest Edition).

7.3.2 Additional Security Requirement

The CBSA, will conduct its own personnel Reliability Status assessment of the Contractor (specifically the Contractor personnel), which is allowed under the Treasury Board Secretariat of Canada's (TBS) "Security and Contracting Management Standard" and the Policy on Government Security – Personnel Security Standard. Reliability Status assessment conducted by the CBSA will include a credit check.

If the Contractor (specifically the Contractor personnel), has already been screened under the TBS Policy on Government Security - Personnel Security Standard, the Contractor (specifically the Contractor personnel), will still undergo a security screening process to be conducted by the CBSA.

The credit check and fingerprinting*, if required, will be performed by an authorized security official with the CBSA's "Personnel Security Screening Section" (PSSS), which is independent of the Public Works and Government Services Canada's (PWGSC), "Canadian and International Industrial Security Directorate" (CIISD). In addition, the Vulnerable Sector Check (VSC) must be completed at your local municipal Police department.

Until the credit check, fingerprinting* (if required), VSC and all other security screening processes required have been completed and the Contractor (specifically the Contractor personnel) is deemed suitable by the CBSA, the Contractor (specifically the Contractor personnel) will not be permitted access to Protected / Classified information or assets, and further, will not be permitted to enter sites where such information or assets are kept.

***Fees are applicable. Vulnerable Sector Check (VSC), Fingerprinting, if required, will be at the Bidder's cost.**

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from Contract award to 30 June 2022 inclusive.

Prior to the full Contract in-service dates listed below. Contractor management resources (including Operations Manager and Assistant Operations Manager) may participate in a transition period as per 7.4.3.

The period of the full Contract in-service is from 5 July 2021 to 30 June 2022 inclusive.

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional three-month 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.

7.4.3 Transition Period at the beginning of the contract

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that Canada may, at its discretion, require an on-site transition period at the beginning of the Contract. The Contractor agrees to participate with management resources in the transition period of up to twelve (12) weeks to ensure the required transition. The Contractor agrees that, during this period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

7.4.4 Transition Period at the end of the contract

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that Canada may, at its discretion, require an on-site transition period at the end of the Contract. The Contractor agrees to participate in the transition period of up to twelve (12) weeks while continuing to provide the services under the same conditions to ensure the required transition. The Contractor agrees that, during this period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Tyler Vandonk
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Ontario Region
Address: 4900 Yonge St
Toronto, ON
M2N 6A6
Telephone: 905-301-5477
E-mail address: tyler.vandonk@pwgsc.gc.ca

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

7.5.2 Project Authority

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

Name: _____

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File No. - N° du dossier
TOR-0-43096

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

Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

7.5.3 Contractor's Representative (please provide with Bid Submission)

Name: _____
Title: _____
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: 2012-2](#) of the Treasury Board Secretariat of Canada.

7.7 Payment

7.7.1.1 Basis of Payment - Requirement

The Contractor will be paid for the Work performed, in accordance with the Basis of payment at Annex B, to a limitation of expenditure of \$ (to be inserted at contract award). Customs duties are included and Applicable Taxes are extra.

7.7.1.2 Basis of Payment Individual task authorizations

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

Canada's liability to the Contractor under the authorized task authorization must not exceed the limitation of expenditure specified in the authorized task authorization. Custom duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

7.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ (to be inserted at contract award). Customs duties are included and Applicable Taxes are extra.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.7.3 Method of Payment – Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if: a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract; b. all such documents have been verified by Canada; c. the Work performed has been accepted by Canada.

7.7.4 Electronic Payment of Invoices – Contract

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

7.7.5 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

7.8 Invoicing Instructions

1. Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:
 - a. an accurate and complete invoice and any other documents required by the Contractor have been submitted and include:
 - i. the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, and Procurement Business Number (PBN);
 - ii. details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, in accordance with the Basis of Payment, exclusive of Applicable Taxes;

-
- iii. a separate line item for each subparagraph in the Basis of Payment provision;
 - iv. deduction for holdback, if applicable;
 - v. the extension of the totals, if applicable;
 - vi. the GST or HST must be specified on all invoices as a separate item. All items that are zero-rated, exempt or to which GST or HST do not apply, must be identified as such on all invoices; and
 - vii. if applicable, the method of shipment together with date, case number and part or reference numbers, shipment charges and any other charges.
- g. all such documents have been verified by Canada;
- h. the Work performed has been accepted by Canada.
2. Invoices must be distributed as follows:

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

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

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

National Invoice Reception Unit (NIRU)

Vendors-fournisseurs@cbsa-asfc.gc.ca

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

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

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

7.9 Certifications and Additional Information

7.9.1 Compliance

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

7.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.10 Applicable Laws

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

7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4008 (2008-12-12) Personal Information;
- (c) the general conditions 2035 (2018-06-21) General Conditions – Higher Complexity - Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C. Security Requirements Check List;
- (g) Annex E, Insurance Requirements;
- (h) Annex F, Cost Recovery Surcharge;
- (i) Annex G, Non-Disclosure Agreement;
- (j) the signed Task Authorizations (including all of its annexes, if any);
- (k) the Contractor's bid dated _____, *(insert date of bid) (If the bid was clarified or amended, insert at the time of contract award: " as clarified on _____ " or " as amended on _____ " and insert date(s) of clarification(s) or amendment(s)).*

7.12 Foreign Nationals (Canadian Contractor)

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

7.13 Insurance Requirements

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

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

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

7.14 Government Site Regulations

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

7.15 Non-disclosure Agreement

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

7.16 Cost Recovery Surcharges

N° de l'invitation - Solicitation No.
47419-226593/A
N° de réf. du client - Client Ref. No.
47419-226593

N° de la modif - Amd. No.
File No. - N° du dossier
TOR-0-43096

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

Annex F – Cost Recovery – Surcharges will apply.

1. Canada and the Contractor agree that the amount stated in Annex F is their best pre-estimate of the loss to Canada in the event of such a failure, and that it is not intended to be, nor is it to be interpreted as, a penalty.
2. Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Contractor, any surcharges owing and unpaid under Annex F.
3. Nothing in Annex F must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.

7.17 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

REQUIREMENT

The Canada Border Services Agency (CBSA) currently operates the Laval Immigration Holding Center (Laval IHC, hereinafter referred to as the IHC), a 109-bed (bed complement subject to change) detention facility at 200 Montée St-François, Laval Québec, for individuals detained under the *Immigration and Refugee Protection Act* (IRPA). The IHC admits detained individuals 24 hours per day, seven (7) days per week as a result of inland arrests made throughout the Quebec region, as well as persons arrested and detained at any port of entry (POE) throughout Quebec and on occasion, in Ontario and the Atlantic provinces. The future Laval IHC facility, located at 300 Montée St-François, Laval Québec, will have the capacity to accommodate up to 133 detained clients.

The CBSA also operates day cells in satellite offices located at 1010 St-Antoine O. Montréal, Québec and 200 René-Lévesque, Montréal, Québec, which are primarily used to hold individuals while they appear before the Immigration and Refugee Board (IRB) for an immigration proceeding or a detention review. The satellite offices are open weekdays only.

For all of the above locations, the Contractor's security resources must:

1. Maintain custody and control of all individuals and their luggage and personal effects (for example, money, jewellery), and keep individuals safe and secure through regular observation, monitoring, engagement and intervention, when and where necessary;
2. Transport individuals and their luggage and personal effects to and from various locations within the region and on occasion, in Ontario and the Atlantic provinces; and,
3. Confirm the departure from Canada of individuals subject to a removal order or who have withdrawn an application to enter Canada and are issued an allowed to leave document under the IRPA. This includes individuals who are under a detention order, as well as individuals who are released into the community and present themselves independently for removal.

PART 1: BACKGROUND

1.1 CBSA's Detention Program

Canada's IRPA stipulates who is inadmissible to Canada, including, but not limited to: security threats (espionage, subversion, terrorism, threat to Canadians etc.), human or international rights violators, and criminals (including organized crime). Under the IRPA, the CBSA has the authority to arrest, detain and remove permanent residents and foreign nationals who are found to be inadmissible to Canada.

The CBSA is the sole immigration detention authority, and as such, is responsible for the care and control of immigration detainees. Detention typically occurs at the beginning of the enforcement continuum but may occur at any stage of the immigration process. Persons are only detained when grounds for detention exist and no alternatives are available that might mitigate the risk posed by the individual if released.

When making detention decisions, CBSA officers are guided by the IRPA and its Regulations, as well as by the CBSA's detention policies and procedures. Every decision must be assessed on its own merits, and officers must always consider the impact releasing someone into the community would have on the safety of Canadians, or the integrity of the immigration continuum.

Detention can occur when:

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- a) A CBSA officer has reasonable grounds to believe that the person is inadmissible and:
 - i. could pose a danger to the public;
 - ii. is unlikely to appear for immigration proceedings or scheduled removal (flight risk); or,
 - iii. their identity has not been established;
 - b) A CBSA officer has reasonable grounds to suspect that the person is inadmissible for security reasons, violating human or international rights, serious criminality, criminality or organized criminality;
 - c) It is necessary to complete the immigration examination; or,
 - d) A foreign national is designated as an irregular arrival by the Minister of Public Safety (16 years of age or older only).

For more information, please see the Detention Fact Sheet <http://www.cbsa-asfc.gc.ca/security-secure/arr-det-eng.html>.

1.2 CBSA Removals Program

The CBSA has the statutory authority under the IRPA to arrest, detain, and remove any foreign national who is inadmissible to Canada. Immigration removal is an integral part of the CBSA's security and public safety mandate.

Any foreign national who is inadmissible to Canada may be subject to an inadmissibility report, written by either a Border Services Officer (BSO) at a POE, or an Inland Enforcement Officer (IEO) if the individual has entered Canada. Depending on the particular inadmissibility, a decision as to whether or not to issue a removal order will be made by a reviewing officer acting under the delegated authority of the Minister, or by the Immigration and Refugee Board (IRB).

The IRPA states that those individuals under an enforceable removal order must be removed as soon as possible. Once an individual is removal ready, an interview may be convened to ensure that a travel document is available. Travel arrangements are made and can range from driving an individual to the Canada-United States (US) border, to chartering a plane when an individual cannot be removed via commercial airliner. Decisions are made on whether the person needs to be escorted and what routing to take. If the routing requires transit in a third country, the authorities in the transiting country need to be notified. Once removal arrangements have been made, the individual is ready for removal from Canada. All individuals who depart Canada voluntarily or who are removed must have their departure or removal confirmed by a delegated official under the IRPA. In many cases, this authority has been delegated to security guards contracted by the CBSA who perform the function of departure confirmation. A departure is confirmed once the individual has boarded the plane, and the official ensures the departure is effected successfully; or, once the individual has entered the US through a land border. In both instances, the departure is acknowledged officially on the Confirmation of Departure form by the security guard, signed and dated, and submitted to a CBSA officer for processing.

1.3 CBSA Clientele

The CBSA categorizes its clientele as detained or non-detained. Individuals who do not require detention, are released from CBSA custody into the community, and may be required to report back to the CBSA at a future date for their subsequent removal (where legislatively warranted). Persons under examination at the POE may also be considered non-detained individuals. The Contractor will liaise with individuals that fall under both the detained and non-detained category, depending on the task being performed.

When an individual is detained, a CBSA Officer performs a comprehensive risk assessment of each individual subject to detention in order to determine the placement of the individual to an IHC or a Provincial correctional facility, as appropriate. Any individual assessed to be a public safety risk or with significant behavioural or medical issues may be detained in a more secure facility, such as a provincial correctional facility. The CBSA maintains the authority to determine the placement of individuals once the detention decision has been made.

CBSA clientele are comprised of five (5) distinct groups, and references are made throughout this document to these groups as follows:

- a) Male Adults;
- b) Female Adults;
- c) Families - A family is defined as one (1) female adult or one (1) male adult with dependent minor-aged children. These dependent minors may be either male or female, and are accompanying their parent(s) or a guardian residing at the IHC. The accompanied minor(s) may or may not have been referred for detention themselves;
- d) Unaccompanied Minors – An unaccompanied minor is defined as a male or female dependant minor-aged child not accompanied by either a parent or guardian; and,
- e) Other – In some instances an individual may be classified as a vulnerable population (pregnant, elderly, mental health concern, etc.) or may not be gender or sexually conforming (transgendered, transsexual, intersex, two-spirit, etc.). Special considerations for placement of these individuals in CBSA facilities will be made on a case-by-case basis, as necessary.

All individuals admitted to CBSA facilities are classified according to varying risk profiles. Risk level and placement within facilities will be based according to CBSA Post Orders and Standard Operating Procedures (POSOPs).

Per Section 1.1 above, CBSA performs an assessment on a case-by-case basis in order to determine the admissibility of each potential Detainee to the IHC. As such, the IHC may detain individuals who are of varying levels of risk. The CBSA reserved the right to admit any individual, subject to a detention order, to the IHC regardless of their assessed risk level. Security for each population group (male and female) will be required as well as continued care and control on a 24/7 basis.

1.4 CBSA Locations

1.4.1 Current Locations

Primary operations will occur at the following three (3) locations:

1. Laval IHC, hereinafter referred to as the IHC, located at 200 Montée St-François, Laval Québec;
2. CBSA satellite office located at 1010 St-Antoine O. Montréal, Québec; and,
3. CBSA satellite office located at 200 René-Lévesque, Montréal, Québec.

1.4.2 Future Locations

The CBSA is constructing a new Laval IHC in Laval, Quebec located at 300 Montée St-Francois, targeted to be operational in late 2021 or early 2022. Laval IHC immigration detention activities will be transitioned to the new IHC facility at this time. A transition strategy will be developed in conjunction with the Contractor to ensure continuity of operations. The use of On-Call Resources (Section 3.4.1) may be

required to fulfill operations at both locations simultaneously during operational transition. Subsequent to this transition, primary operations will occur at the following locations:

1. Laval IHC, hereinafter referred to as the IHC, located at 300 Montée St-Francois, Laval Québec;
2. CBSA satellite office located at 1010 St-Antoine O. Montréal, Québec; and,
3. CBSA satellite office located at 200 René-Lévesque, Montréal, Québec.

Note : The above requirements for the CBSA satellite offices may be amended with the opening of the new Laval IHC.

1.4.3 Other Locations

At its discretion and on occasion, the CBSA may request that the Contractor provide resources to other secure locations within Canada, as and when required, such as but not limited to:

- a) Airports and land border points;
- b) Medical facilities and hospitals;
- c) IRB offices and sites;
- d) Embassies or consulates;
- e) Detention/Correctional facilities;
- f) Police stations or detachments.

PART 2: GENERAL REQUIREMENTS

2.1 CBSA Inland Operations

1. Operational direction for Inland Operations will be provided by the CBSA's Manager of Detentions Operations as it relates to the specific requirement. In cases where the CBSA's Manager of Detentions Operations is not available, he or she will delegate and identify another CBSA official to provide operational direction.

2.1.1 Inland Operations Care and Control of Detained Individuals

All of the below requirements are guided by CBSA POSOPs. All Contractor resources must abide by current POSOPs when undertaking functions and activities in relation to this requirement.

1. All of the below requirements are to be undertaken using Contractor-provided fleet.
2. To satisfy this requirement the Contractor may be required to provide additional resources above and beyond the regular complement.
3. The Contractor must:
 - a. Maintain custody and control of all individuals in CBSA's custody at all times and keep individuals safe and secure through regular observation, monitoring, engagement and intervention, when and where necessary. Security resources are required at any site where detained individuals are present, such as at the IHC, airports, the CBSA satellite offices, at medical facilities and hospitals, other IRB sites or any location as determined by the CBSA.

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- b. Admit and discharge detained individuals from the IHC or other facility as requested by the CBSA. Specific admission and discharge procedures and protocols are detailed in the POSOPs, which may be amended by the CBSA from time to time to meet operational and program needs. Functions related to the admittance and discharge of a CBSA detained individual while ensuring their safety and security could include but are not limited to:
- i. Using CBSA equipment, photographing all new detained individuals admitted to the IHC and fingerprinting individuals when the need is identified by the CBSA;
 - ii. Searching and logging the contents of individuals' luggage and personal effects, including money, and storing these items in a secure manner, when the need is identified by the CBSA, and as per the POSOPs;
 - iii. Using CBSA equipment, decontaminating an individual's luggage and personal effects if deemed necessary upon admittance to the IHC;
 - iv. Completing required IHC or other intake assessment forms, and providing all forms to the CBSA upon completion. Where forms are electronic, completing and saving data according to procedures;
 - v. Inputting information electronically into the system of record, as required by the CBSA and prescribed through POSOPs; and,
 - vi. Providing all found supplements/medication to medical staff immediately.
- c. Monitor, identify and address the various needs of all individuals in CBSA's custody. Needs are to be determined through the regular monitoring, observation of, and communication with detained individuals throughout the day.
- d. Ensure the needs identified below are referred verbally to a CBSA official and followed up with a written report as per the POSOPs. These needs may include but are not limited to:
- i. Requests for medical or First Aid treatment;
 - ii. Possible mental health issues;
 - iii. Other medical or non-medical services;
 - iv. Questions in regard to an individual's immigration file status;
 - v. Needs of minors; and,
 - vi. Any safety and security issues.
- e. Monitor interior and exterior surveillance cameras on a continuous basis, and initiate appropriate response measures as required and as per the POSOPs (i.e. direct response or calling 911, equipment malfunction, etc.).

Note:

- i. Images recorded from the CCTV system remain the property of the CBSA and must remain under the control of the CBSA.

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- f. Ensure that detained individuals and Contractor resources adhere to all rules and protocols of the IHC or other locations as specified within the POSOPs, including those related to safety and security (Emergency Response Plan). These may include, but are not limited to:
- i. Fire drills;
 - ii. Medical emergencies;
 - iii. Security threats and changes in risk and security;
 - iv. Log entries; and,
 - v. Incident report writing.
- g. Upon request by the CBSA, deliver CBSA-provided meals to individuals in CBSA's custody wherever they may be located. If off-site, they will be delivered using Contractor-provided fleet. During meal times the Contractor resources must maintain appropriate care and control of detained individuals and must provide other support services to individuals as required, such as but not limited to: surveillance, utensil pick-up and counting, and the identification of dietary considerations, etc. On occasion, and at the CBSA's request, they must log food and liquid intake.
- h. Upon request by the CBSA, pick up any supplies necessary for an individual in CBSA's custody, such as hygiene products, medicine, luggage etc. On occasion, this may require the purchase of supplies as well as the delivery of supplies to any location requested by the CBSA. All supplies, or personal property and effects are to be searched, logged (if required) and handled according to POSOPs.

Note:

- i. The CBSA will determine the required number of resources to undertake this function.
- i. When identified by the CBSA, transport individuals in CBSA's custody using Contractor-provided fleet to and from the IHC, Provincial or Federal detention facilities, or from other locations, as deemed necessary by the CBSA, and as per the POSOPs.
- j. Upon request by the CBSA, escort detained individuals to and from interview rooms.
- k. Accurately complete reports as specified within the POSOPs, and ensure reports are input and stored in the required database, records, files or systems as requested by the CBSA.

Note:

- i. All information kept in relation to individuals admitted to the IHC or any other location, including, forms, reports, logs, inventory sheets and other related documentation is the property of the CBSA and are to be maintained on CBSA premises at all times.

2.1.2 Inland Operations Transportation of Detained Individuals & Luggage and Personal Effects

1. The Contractor must manage and provide for the safe and secure transportation of individuals in CBSA's custody and their luggage and personal effects to and from any required location within the Quebec region, and less frequently to other provinces and territories in Canada. Transportation will include transfer to and from Provincial or Federal detention facilities, CBSA offices, medical facilities and hospitals, embassies or consulates, police stations or detachments,

POEs including Pierre Elliot Trudeau Airport (PET) or other airports, land border points, water ports, IRB sites, or other destinations as required.

2. The CBSA may, at its discretion, assign CBSA officers for transportation of some detained individuals thus temporarily relieving the Contractor of this task. The CBSA reserves the right to determine how an individual will be transported. In cases where the CBSA chooses to transport an individual, they will do so with a fleet provided by the CBSA.
3. The Contractor must, using their own fleet:
 - a. Provide vehicles to transport persons of all ages and physical limitations, including the movement of baggage and personal effects.
 - b. Provide for the safe and secure transportation of detained individuals and their luggage and personal effects to and from CBSA facilities and other locations as requested by the CBSA. This transportation may require the use of car/infant seats and the transportation of non-detained accompanying minors.
 - c. Transport detained individuals to other provinces and territories in Canada.
 - d. Ensure that female, male and persons defined as "other" detained individuals are separated physically at all times while in the vehicle (with the exception that family members may be co-mingled with their own family members). See Part 11, 'Vehicle Requirements'.
 - e. Provide two (2) security guards, one (1) of whom will be the driver, when transporting a detained individual.

Note:

- i. Gender requirements for transports are outlined in the POSOPs. Depending upon the CBSA's risk assessment of the detained individual's behavior, criminal profile and past history, this minimum may be adjusted and additional guards may be required. Risk assessment and ratios will be developed by the CBSA in consultation with the Contractor and communicated on a case-by-case basis. Transport may occur on Federal statutory holidays or at other times as deemed required by the CBSA.
- f. Ensure that sufficient security resources are available to provide on-site backup when resources leave the facility for transports.

Note:

- i. Contractor resources performing transportation work are considered part of the overall security complement. They must be fully trained and certified as required in all aspects of the operations, and meet all training requirements.
- g. Maintain records in accordance with the POSOPs, which include but are not limited to transportation logs, gas receipts, etc.

2.1.3 Inland Operations Departure Verification

1. The Contractor must provide departure verification services for detained and non-detained individuals. When a removal order is issued against an individual under the IRPA, his or her departure from Canada must be confirmed by an official with the appropriate delegated authority. This applies to individuals in CBSA's custody and those who are not detained and report for removal.

Note:

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- i. Departure verification of individuals detained and non-detained will be governed by procedures and protocols established by the CBSA and provided to the Contractor.

2. The Contractor must:

- a. Unless otherwise identified by the CBSA, provide two (2) security resources, one (1) of whom will be the driver, to transport detained individuals to an airport, POE, or any other location designated by the CBSA for removal.
- b. Maintain full custody, care and control of the detained individuals and all luggage and personal effects, including any money belonging to the detained individual, while in transit to an airport or a land border, up to the point of departure verification.
- c. Accompany the detained individual, along with their luggage and personal effects until the point of their departure. In some instances placement of the detained individual in a CBSA POE cell will be required.
- d. Where a departure verification is to take place at an airport, proceed to the luggage registration at the airline counter, or, through baggage check-in, airport security screening, and US Customs and Border Protection (USCBP) preclearance to the aircraft to verify the individual's departure from Canada.
- e. Where a removal is to take place at a land border crossing, proceed to the point of entry to the US to verify the detained individual's entrance into the US.
- f. Ensure the transfer of money and valuables are listed on the appropriate tracking and log sheet and performed as per the POSOPs, including seeking signatures on the appropriate forms.
- g. Ensure the prescribed Confirmation of Departure form is completed, as per the POSOPs, upon departure of the detained individual from Canada.

Note:

- i. Departure is verified once the individual has been placed on the respective flight and the plane has been pushed back from the gate, or, if the detained individual has been driven to the Canada-US land border and was legally admitted into the US or care has been transferred to USCBP officials.
- h. Upon departure, notify the CBSA as per the POSOPs, and ensure that all forms and/or databases are completed and provided to the CBSA upon return to the IHC or other CBSA location, as per the POSOPs.
- i. If a departure is cancelled or aborted, complete all necessary documentation as specified by the CBSA, and notify the CBSA within prescribed timelines, as per the POSOPs. The individuals in CBSA's custody must be returned to the IHC or other relevant facility as directed by the CBSA.
- j. Manage resources to meet the volumes of departure confirmations.

Note:

- i. As work volumes can fluctuate with multiple departures taking place within close proximity to each other, ensure these demands are covered without compromising the delivery of services for regular operations; this may involve prioritization, reallocation or usage of additional resources.

- k. Ensure additional resources are available to provide on-site backup within four (4) hours' notice, and that the CBSA has granted prior approval for any overtime.
3. For non-detained departure verification provide one (1) security guard to meet a non-detained individual at an airport or other designated location, and verify departure in the same fashion as stated above.

PART 3: RESOURCE REQUIREMENTS and TASKS

1. Inland (IHC) requires the following management resources: Operational Manager (5 days/week), Assistant Operational Managers (5 days/week), and Shift Supervisors (24/7).
2. Each satellite office requires a Shift Supervisor (5 days/week).

Note:

- i. Requirements for satellite offices may be amended with the opening of the new Laval IHC.
3. Due to the nature of these services and the need for continuity, the Contractor will, if applicable, be required to engage its management resources (Operational Manager and Assistant Operational Managers) in a transition period twelve (12) weeks prior to the in-service date, as well as for twelve (12) weeks prior to contract termination.
4. The management transition period prior to the in-service date entails the existing service provider transferring knowledge to the Contractor's management resources (Operational Manager, Assistant Operational Managers).
5. The transition period prior to contract termination entails the Contractor providing knowledge transfer to an incoming service provider's management resources (Operational Manager, Assistant Operational Managers). It is anticipated that the transition periods prior to the contract in-service date and prior to contract termination will each occur over a twelve (12) week period.

3.1 Resource Tasks

3.1.1 Operational Manager

The Contractor must:

1. Provide an Operational Manager, who will serve as the main day-to-day point of contact for the CBSA on all issues related to the administration and management of activities of activities under this requirement.
2. Ensure the Operational Manager is available to work at any of the sites, at shifts agreed to by the CBSA and the Contractor.
 - a. The Operational Manager must change his or her shifts to spend at least one (1) evening shift, one (1) night shift, and one (1) weekend shift per month at the IHC, upon request by the CBSA.
3. Ensure that the Operational Manager provides flexibility with the hours of work so as to respond to operational requirements (including but not limited to, late detentions, hearings, hearings, ongoing facility issues etc.).

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4. Ensure the Operational Manager (or delegated Assistant Operational Manager) is available 24 hours a day, seven (7) days a week (whether in person during shift hours or via cell phone outside shift hours) to respond to operational issues that may arise in their absence.

Note:

- i. The CBSA will pay for hours worked when called in, but will not provide compensation for the Operational Manager, or their delegate, to be available.
5. Ensure the Operational Manager is responsible for all security services, including but not limited to:
 - a. Supervising and managing the delivery of security services, which means making regular rounds within the operation in order to ensure compliance with POSOPs;
 - b. Monitoring the contract, including but not limited to ensuring resource requirements are met and that POSOPs are being adhered to;
 - c. Liaising with the CBSA;
 - d. Monitoring and providing accountability for invoicing to the CBSA;
 - e. Identifying, documenting and resolving issues and submitting paperwork to the attention of the CBSA and Project Authority. Escalating documented unresolved issues verbally and via email to the CBSA and Project Authority;
 - f. Identifying, addressing, and resolving contract performance issues;
 - g. Monitoring to ensure training of all security resources is being delivered, including the delivery of such training where appropriate;
 - h. Reviewing and approving the scheduling of security resources;
 - i. Outlining performance expectations for security resources and addressing resource performance issues;
 - j. Investigating and documenting incidents related to security resources, and reporting verbally and via email to the CBSA and Project Authority;
 - k. Attending meetings with the CBSA, as deemed required;
 - l. Ensuring emergency management obligations as per the POSOPs are met;
 - m. Ensuring shift briefings are conducted by Shift Supervisors to advise security resources of daily occurrences;
 - n. Ensuring that incidents are verbally reported immediately to CBSA officials, and followed up by a written report of the incident;
 - o. Maintaining up-to-date electronic logs of incident reports as it relates to both detainees and security resources;
 - p. Conducting ongoing management meetings with Shift Supervisors and security resources;

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- q. Providing to the CBSA, bi-weekly, an updated list of new and replacement resources as well as a list of former resources along with their security information to ensure that the appropriate CBSA security clearance has been issued or cancelled;
 - r. Providing to the CBSA, monthly, contract monitoring and performance reporting (list of resource requirements, time taken for issue resolution, etc.). CBSA may choose to provide a template for ease of completion;
 - s. Keeping accurate and up-to-date physical records for all resources, their experience, skills, training courses taken or still required, certifications, drivers' licenses, airport (YUL RAIC) and IHC passes, and copies of security licenses, and providing all records to the CBSA;
 - t. Ensuring that all resources meet and continue to meet all requirements, and replacing any resource that does not meet said requirements and advising the CBSA accordingly;
 - u. Conducting supervisory visits to all posts, every six (6) weeks, and providing a report to the CBSA;
 - v. Performing, as part of regular duties or at the request of CBSA, offsite (airport, IRB office, point of departure, etc.) quality control checks of Transport and Departure Verification resources to ensure they are adhering to CBSA POSOPs, operational procedures and correcting any deficiencies; and,
 - w. Any other duties relating to the services of this requirement.

3.1.2 Assistant Operational Manager

The Contractor must:

1. Provide two (2) Assistant Operational Managers that will serve as the alternate day-to-day points of contact for the CBSA, as well as the main point of contact for Shift Supervisors.
2. Ensure that the Assistant Operational Managers provide flexibility with the hours of work in order to respond to operational requirements (including but not limited to, because of late detentions, hearings,, hearings, ongoing facility issues, etc.).
3. Ensure the Assistant Operational Managers rotate shifts to become familiar with the specifics of each shift and to ensure proper protocols and oversight are in place (i.e., one (1) month on day shift, one (1) month on evening or night shift, and one (1) month on weekend shift, or as agreed upon with the CBSA) depending on operational needs.
4. Ensure the Operational Manager and the Assistant Operational Managers overlap shifts Monday through Friday so as to ensure continuity in management coverage for all of the core business hours.
5. Ensure the Assistant Operational Managers' tasks include, but are not limited to:
 - a. Ensuring billing and invoicing accuracy and work with CBSA to resolve any discrepancies;
 - b. Scheduling of security resources (including work assignments, rotations, training, vacations, overtime assignments);

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- c. Assisting in ensuring that all Contractor resources submitted as a part of the complement meet the requirements and are suitable;
 - d. Identifying, documenting and resolving issues and submitting paperwork to the attention of the CBSA and Project Authority. Escalating documented unresolved issues verbally and via email to the CBSA and Project Authority;
 - e. Liaising with the CBSA;
 - f. Providing security resource orientation;
 - g. Identifying and auditing security resource training gaps;
 - h. Ensuring compliance to all POSOPs by Contractor resources;
 - i. As needed, assisting in conducting supervisory visits to all posts and locations of work;
 - j. Performing, as part of regular duties or at the request of CBSA, offsite (airport, IRB office, point of departure, etc.) quality control checks of Transport and Departure Verification resources to ensure they are adhering to CBSA POSPOs , operational procedures and correcting any deficiencies;
 - k. Providing support, assistance, and ongoing training to Shift Supervisors;
 - l. Implementing problem solving methods and recommending possible solutions in order to improve the delivery of security services;
 - m. Filling in for the Operational Manager, as required, and performing the tasks of the Operational Manager, as required;
 - n. Immediately performing and applying corrective action when there is an obvious service delivery performance issue with security resources;
 - o. Ensuring that the appearance (i.e., dress and department) of all security resources is within guidelines;
 - p. Attending CBSA meetings as scheduled and requested; and,
 - q. Any other duties relating to the services of this requirement.

3.1.3 Shift Supervisor

The Contractor must:

1. Provide two (2) Shift Supervisor(s) at the IHC to cover 24 hours per day, seven (7) days a week.
2. Provide a Shift Supervisor at each satellite office for the day shift.
3. Ensure the Shift Supervisors' tasks include but are not limited to:
 - a. Assigning security guards to their required assignment or post;

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- b. Supervising all security guards on duty, whether they are providing for the care and control of individuals at the IHC, or other satellite offices, conducting transports, verifying departure, or any contracted services;
 - c. Ensuring incident reports are completed and forwarded to the CBSA before the shift is finished;
 - d. Complying with, and ensuring all security resources comply with POSOPs, policies and procedures;
 - e. Ensuring they have received a pre-shift briefing (provided by the CBSA), and ensuring all security guards are up-to-date with any new issues or situations (provided by the Contractor) by debriefing them and handing out procedures or instructions 15 minutes before each shift, as required;
 - f. Ensuring the completion of all forms, reports and paperwork required by the CBSA, accurately and in accordance with the POSOPs;
 - g. Dispatching radio communications for the vehicles;
 - h. Ensuring initial and ongoing on-site training of new security resources;
 - i. Identifying, in writing, security resource performance deficiencies and possible training gaps to the Assistant Operational Managers and Operational Manager, if applicable;
 - j. Ensuring that all security resources understand and follow the Fire and Evacuation Plan, and that all safety measures are implemented (alarm panels, fire alarms, emergency doors, cameras, etc.);
 - k. Providing support, assistance, and ongoing training to all security resources;
 - l. Providing continual reviews with security resources on the POSOPs;
 - m. Conducting supervisory visits to posts within the IHC, as appropriate;
 - n. Coordinating security resource breaks and meal times;
 - o. Coordinating detained individual movement both inside and outside of the IHC or other CBSA locations in consultation with CBSA;
 - p. Acting as main point of contact for security resources on-duty in providing CBSA detained individual issue resolution;
 - q. Forwarding detained individuals' complaints, requests, or concerns to the CBSA;
 - r. Managing and reporting emergency situations until the arrival of CBSA;
 - s. Performing, at the request of CBSA, quality control checks of transport and departure verification resources to ensure they are adhering to CBSA policies and operational procedures and correcting any deficiencies;
 - t. Communicating with the CBSA, the Assistant Operational Manager and the Operational Manager, about any significant incidents/events/accidents at the operation, and suggesting reforms to current processes, where appropriate;

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- u. Immediately performing and applying corrective action when there is an obvious performance issue with a security resource;
 - v. Ensuring all required equipment is in good working condition;
 - w. Keeping an up-to-date inventory of First-Aid kits and contents (at the IHC and in vehicles) as per the minimum inventory requirements list in each First-Aid kit;

Note:

- i. The CBSA is responsible for replenishing the inventory of the First-Aid kits as well as the associated costs.
 - x. Delivering pre-portioned medication to detained individuals as per the orders given by the doctor and/or nurse when they are not available;
 - y. Submitting to the Operational Manager copies of the incident reports that are provided by the security resources reporting any incidents of accidents or damage to the vehicles;
 - z. Coordinating individual's placement in the IHC or other CBSA satellite locations, according to CBSA's risk classification determination and/or direction; and,
- aa. Any other duties relating to the services of this requirement.

3.1.4 Security Guard

The Contractor must:

1. Provide security guards at the IHC 24 hours per day, seven (7) days a week.
2. Provide security guards at the satellite offices five (5) days per week, as per schedule at Section 3.3.
3. Ensure security guards' tasks include but are not limited to:
 - a. Ensuring the safe and secure control and custody of individuals in all of the work sites and at other locations (i.e. hospitals, hearings, etc.) as required by the CBSA;
 - b. Complying with and applying all CBSA policies and POSOPs, and ensuring all individuals follow site-specific rules;
 - c. Monitoring and controlling designated areas inside and outside their assigned work location, as well as all entrances and exits, as required by the CBSA;
 - d. Carrying out evacuation procedures in the event of a fire or emergency at their assigned work location in accordance with CBSA building emergency procedures;
 - e. Carrying out daily and unscheduled searches of premises and reporting irregularities as per the POSOPs so that the CBSA may take appropriate action;
 - f. Using CBSA-approved search methods, as per the POSOPs;
 - g. Admitting individuals to the IHC or other CBSA facilities, as per CBSA POSOPs;
 - h. Conducting intake (logging and itemization of personal effects) and decontamination of individuals' belongings, as required by the CBSA;

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- i. Communicating using radios that comply with all provincial and federal regulations, CBSA standards and using radio code-language as provided by the CBSA in the POSOPs;
 - j. Completing reports and forms as required by the CBSA and as per the POSOPs;
 - k. Applying use of force principles and methods of intervention respective of the situation when handling individuals as per the POSOPs or other CBSA directive;
 - l. Using and applying restraining devices and equipment, as per the POSOPs;
 - m. Using CBSA metal detectors and x-ray technology, as per the POSOPs;
 - n. Monitoring detained individual behavior through active engagement;
 - o. Immediately reporting, verbally and subsequently in writing to the CBSA, any critical incidents such as escapes, emergencies, security breaches, use of force, breakage of or damage to CBSA property or equipment, and any other incident involving individuals;
 - p. Completing an incident report and sending it to his or her Shift Supervisor and the CBSA before the end of the shift in which the incident occurred;
 - q. Informing the Shift Supervisor of any concerns or complaints brought forward by individuals, and documented, as per POSOPs;
 - r. Administering First-Aid and cardiopulmonary resuscitation (CPR) to individuals, as required, including the use of CBSA-provided Automatic External Defibrillators (AED), and ensuring the CBSA is informed if AEDs are used;
 - s. Maintaining CBSA premises by ensuring they are safe and secure and tidy in appearance, and reporting otherwise in writing to the CBSA;
 - t. Ensuring that medication found in a individual's personal belongings is submitted to the CBSA and/or the shift supervisor;
 - u. Ensuring individuals' belongings are securely stored in the location as per the POSOPs;
 - v. Admitting visitors to the IHC, as per the POSOPs;
 - w. Verbally informing visitors of the specific rules and policies of the IHC;
 - x. Keeping up-to-date records and inventories as per POSOPs;
 - y. Handling all incoming and outgoing mail, packages, etc. as per the POSOPs; and,
 - z. Any other duties relating to the services of this requirement.

3.1.5 Transport Guard

In addition to the above, tasks for security guards when performing transport and departure verification include, but are not limited to:

- a. Conducting a vehicle inspection and verifying the mechanical condition of vehicles by carrying out pre- and post-trip verifications, as per CBSA operational procedures;
- b. Completing vehicle inspection checklist in accordance with POSOPs relative to the condition of vehicles and identify any deficiencies to the CBSA;

- c. Carrying out a pre and post-trip search of the vehicle to ensure the security of the vehicle, and to ensure that all equipment is on board, as per the POSOPs. Any deviations from the security or equipment requirements need to be immediately verbally reported to the Shift Supervisor, and any items found must be logged and submitted to the CBSA;
- d. Searching individuals and their luggage as per the POSOPs;
- e. Logging individuals' valuables before taking charge of it as per the POSOPs;
- f. Transporting individuals, luggage and personal effects, as per CBSA POSOPs;
- g. Ensuring the control and safe custody of individuals during their transport (secure locking of the cage of the truck; compliance with the provincial highway safety codes);
- h. Ensuring adherence to child vehicle safety procedures (including the use of car seats);
- i. Escorting individuals between the vehicle and end destination;
- j. Picking up or dropping off individuals at any designated locations;
- k. Escorting individuals and their luggage through the airport until their arrival at the IHC or other end location as required, when applicable;
- l. Escorting individuals coming from or going to various Provincial and Federal institutions, police stations, courthouses, airports, IRB offices, hospitals, consular offices or embassies to their end destination;
- m. Confirming departure of individuals as a part of departure verification procedures and as per the POSOPs;
- n. Completing paperwork as required by the CBSA and in accordance with the POSOPs and submitting to the Shift Supervisor and CBSA;
- o. Ensuring the transfer of individuals' money and/or valuables that are under the control of CBSA, back to the individual and ensuring the related transaction sheet identified in the POSOPs is completed and sent to the CBSA;
- p. Informing the satellite offices of the arrival of individuals in CBSA's custody; and,
- q. Completing and submitting to the Shift Supervisor, incident reports of accidents or damage to the vehicle before end of each shift.

3.1.6 Departure Verification Guard Tasks

1. Contractor resources performing departure verification must possess a RAIC.
2. In addition to the tasks for guards above, the Contractor must ensure tasks for departure verification guards include, but are not limited to:
 - a. Maintaining full custody, care and control of the individuals and all luggage and personal effects, including any money belonging to the detained individual, while in transit to an airport or a land border, up to the point of departure verification.

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- b. Accompanying an individual, along with their luggage and personal effects until the point of their departure. In some instances placement of the individual in a CBSA POE cell/waiting area will be required.
 - c. At an airport, proceeding to the luggage registration at the airline counter, or, through baggage check-in, airport security screening, and/or US Customs and Border Protection (USCBP) preclearance to the aircraft to verify the individual's departure from Canada.
 - d. At a land border crossing, proceeding to the point of entry to the US to verify the individual's entrance into the US.
 - e. Ensuring the transfer of money and valuables are listed on the appropriate tracking and log sheet and performed as per the POSOPs, including seeking signatures on the appropriate forms.
 - f. Ensuring the prescribed COD form is completed, as per the POSOPs, upon departure of the individual from Canada.

Note:

Departure is verified once the individual has been placed on the respective flight and the plane has been pushed back from the gate, or, if the individual has been driven to the Canada-US land border and was legally admitted into the US or care has been transferred to USCBP officials.

- g. Upon departure, notifying the CBSA as per the POSOPs, and ensuring that all forms and/or databases are completed and provided to the CBSA upon return to the IHC or other CBSA location, as per the POSOPs.
- h. If a departure is cancelled or aborted, completing all necessary documentation as specified by the CBSA, and notifying the CBSA within prescribed timelines, as per the POSOPs. The individuals in CBSA's custody must be returned to the IHC or other relevant facility as directed by the CBSA.
- i. Any other duties relating to the services of this requirement as specified in the CBSA POSOPs.

3.1.7 Control Guard (for future location)

In addition to the above tasks for security guards, the Contractor must ensure tasks for control guards include, but are not limited to:

- a. Ensuring the safety and security of the entire facility at all times by monitoring CCTV.
- b. Controlling entry and exit of individuals and vehicles to and from the IHC. Control will only allow access after positive identification of authorized individuals who do not have access cards.
- c. Being familiar with all IHC emergency procedures, and directing the response to any emergencies in collaboration with the Shift Supervisor.
- d. Issuing room assignments, bed assignments, and log number to new intakes of individuals, as requested.
- e. Coordinating with the Shift Supervisor to dispatch guards to conduct exterior patrols.

- f. Using the public address system, radio, and telephones to communicate with Contractor resources in their respective areas of monitoring, as necessary.
- g. Responding to all alarms and trouble signals from any of the monitoring systems in their designated areas of monitoring, and taking appropriate action, as well as notifying the Shift Supervisor.
- h. Completing property intake and release.
- i. Ensuring decontamination of individuals' belongings, as required by the CBSA, as per the POSOPs.
- j. Ensuring the safety and security of the secondary accommodation and wet cell areas by patrolling.
- k. Facilitating individuals' requests (e.g., property access, haircut, etc.).
- l. Receiving and distributing phone messages and mail.
- m. Intercepting contraband entering and leaving the facility.
- n. Accurately maintaining the Detainee Movement Log.

3.1.8 Administrative Tasks

1. In addition to the previous tasks, the Contractor must ensure that the following administrative tasks are completed, however, they do not form part of the daily functions of security resources on this contract:
 - a. Invoicing;
 - b. Organizing, tracking and arranging training for all security resources;
 - c. Scheduling of security resources;
 - d. Updating the list of new and replacement resources, as well as a list of former resources, along with their security information to ensure that the appropriate CBSA security clearance has been issued or cancelled;
 - e. Providing to the CBSA, bi-weekly, an extract of the guard sign-in log which shows a list of hours worked;
 - f. Keeping accurate and up-to-date physical records for all resources (experience, skills, training courses taken or still required, certifications, drivers' licenses, airport [YUL RAIC] and IHC passes, copies of security licenses), and providing all records to the CBSA; and,
 - g. Completing contract monitoring and performance reports (including but not limited to, monitoring the repair and/or replacement of equipment such as radios and fleet).

3.2 Location of Work and Resource Requirement

3.2.1 Change of Requirements

1. The Contractor must, with the pre-approval and overview of the CBSA:

- a) Increase or decrease the number of hours or timing of requirements at any location;
 - b) Alter the guard category at any location; and,
 - c) Add or decrease service at new or existing locations.
2. Amendments to the base resource complement may be temporary or permanent, as determined by the CBSA.
 3. The CBSA agrees that any increase in the base resource complement will not exceed that number provided for by the Contractor in their bid submission, without an amendment to the contract.
 4. This does not cover unexpected resource requirements, or pre-planned additional resource requirements for special projects.

3.2.2 IHC Resource Requirement

1. Shifts under this requirement will be determined by the CBSA. The CBSA may direct the number of guards assigned to various functions and posts within the IHC or to other satellite offices or locations.
2. The security resource complement must be of both genders, so that at a minimum the posts in the female wing, Admission & Discharge, and in areas requiring security screening and pat downs can be accommodated by guards of the same gender. The Contractor shall establish a representative workforce of males and females to ensure sufficient coverage of both genders at all times.
3. Emergencies or other situations, whether foreseen or not, may necessitate the call by the CBSA for additional resources. The Contractor must be able to provide the required number of resources within four (4) hours.
4. The IHC must have the appropriate number of security resources specified under this requirement. Coverage must be provided for breaks, leave, transport, departure verifications and any other assigned duties.
5. Agreement of shift coverage and schedules is required by the CBSA prior to the in-service date.

3.2.3 Requirements for Resources Performing Transports

1. Security resources must report to the designated Shift Supervisor for their daily assignments. Transport services should normally be planned ahead of time, but in many instances the request to transport an individual will be immediate and unpredictable. Transportation requirements may change with minimal notice and therefore flexibility in response to an ever-changing schedule is required.
2. Transportation teams, comprised of two (2) security resources must be provided as per the requirement.
3. The shifts for transportation resources may differ from other shifts under this requirement, as schedules to transport may necessitate that such crews are on the road early in the morning. An overlap of shifts may be required, as Departure Verifications is on an as-requested basis. All shifts are based on operational requirements.
4. Transportation crews must be made up of a male and female resource when it is known that the individual to be transported is a female. The Contractor should ensure that crews are staffed in a manner that maximizes the utilization of both genders.

3.2.4 Satellite Office Resource Requirement

1. Shifts at the satellite office day cells must ensure coverage of the business hours stated in Section 3.3.
2. Satellite offices must have the appropriate number of security resources specified under this requirement. Coverage must be provided for breaks, leave, transport, departure verifications and any other assigned duties.

3.3 Required Resource Complements

3.3.1 Inland Operations (IHC) Security Complement

1. The CBSA reserves the right to make changes to these numbers from time to time due to changes in operational requirements. Nothing stated here or elsewhere in this Statement of Work should be interpreted as limiting the number of security resources that the CBSA may require and that the Contractor must supply, in order to perform the work that may be required under the terms of the contract.

Example of Inland (IHC) Schedule and Resource Requirements (hours will be staggered, final approval of shift schedule by CBSA is required prior to in-service date):

Laval IHC

	Mon-Fri	Sat-Sun	Mon-Fri	Sat-Sun	Mon-Fri	Sat-Sun
	Day		Evening		Overnight	
Operational Manager – Bilingual, RAIC	1	-	-	-	-	-
Assistant Operational Manager - Bilingual, RAIC	1	-	1	-	-	-
Shift Supervisor - Bilingual	2	2	2	2	2	2
Transport Guard – Bilingual, RAIC, Airside Pass	10	10	8	8	6	6
Guards - Bilingual	30	25	25	25	19	19
Guards – Bilingual Departure Confirmation (RAIC required)	2	2	2	2	2	2

2. **Laval IHC (future operation)**

The CBSA reserves the right to make changes to these numbers from time to time due to changes in operational requirements. Nothing stated here or elsewhere in this Statement of Work should be interpreted as limiting the number of guards that the CBSA may require and that the Contractor must supply, in order to perform the work that may be required under the terms of the contract.

Example of Inland (IHC) Schedule and Resource Requirements (hours subject to change, final approval by CBSA required prior to in-service date):

	Mon-Fri	Sat-Sun	Mon-Fri	Sat-Sun	Mon-Fri	Sat-Sun
	Day		Evening		Overnight	
Operational Manager – Bilingual, RAIC	1	-	-	-	-	-
Assistant Operational Manager – Bilingual, RAIC	1	-	1	-	-	-
Shift Supervisor	2	2	2	2	2	2
Guards – Bilingual	27	22	22	22	17	17
Transport Guards – Bilingual, RAIC, Airside Pass	10	10	8	8	6	6
Control Guard – Bilingual	3	3	3	3	2	2
Departure Confirmation Guards – Bilingual, RAIC	2	2	2	2	2	2

- The CBSA may amend the required resource numbers or delay the move to the new operation at the future Laval IHC and will provide 60 days' notice of any changes to the resource numbers or projected occupation date.

3.3.2 Satellite Office Complement

The CBSA reserves the right to make changes to these numbers from time to time due to changes in operational requirements. Nothing stated here or elsewhere in this Statement of Work should be interpreted as limiting the number of security resources that the CBSA may require and that the Contractor must supply, in order to perform the work that may be required under the terms of the contract.

The requirement for satellite offices may change with the move to the new Laval IHC.

Example of Satellite Office Schedule and Resource Requirements (hours subject to change, final approval by CBSA required prior to in-service date):

Satellite Offices

	Mon-Fri	Sat-Sun
	0800-1600	
Shift Supervisor	2	-
Guards	6	-

Note: there are no evening shifts at the Satellite offices and they are not open on weekends or holidays.

3.4 Task Authorizations

3.4.1 Task Authorizations for As and When Requested Requirements (On-Call Resources)

- In instances where the requirement is for ten (10) guard resources or less, the Contractor must provide the resources within four (4) hours of said request using on-call resources.
- To the greatest extent possible, the CBSA will provide the Contractor with as much advance notice of such a requirement.

3. As described herein, unforeseen operational requirements demand that the Contractor react to immediate, or near immediate, needs for additional Contractor resources. Some examples of these types of operational requirements include but are not necessarily limited to:
 - a) Medical transportation;
 - b) Care and custody of medical cases at area hospitals;
 - c) POE transports;
 - d) Transports related to CBSA arrests; and,
 - e) CBSA enforcement projects.
4. In these types of cases, the Contractor is expected to fulfill the specific resource requirement with no reduction of the complement of resources at any of the work sites, by the use of on-call resources.
5. The Contractor must keep a pool of no less than ten (10) on-call resources available for call-up at all times.

Note:

The CBSA will pay for hours worked when called in, but will not provide compensation for these resources to be available on-call.

3.4.2 Task Authorization for Mass Migrant Arrival

1. In the event of a mass migrant arrival in the CBSA's Quebec Region, the Contractor may be requested to provide a larger contingent of security resources anywhere in the Quebec Region, to provide security of individuals and transport for large groups of individuals at, but not limited to, government-controlled docks, mustering points, detention facilities, and hospitals. The Contractor must be prepared to provide up to 15 additional resources on rotating 12-hour shifts, equaling 30 additional resources in total. This provision will be exercised through a contract task authorization.
2. The call-up times under this section align to specifications articulated in this Statement of Work (SoW), unless otherwise agreed to by the CBSA.

PART 4: TRAINING REQUIREMENTS

1. All certifications and licenses must be valid at all times.
2. To be considered eligible to provide services, all resources must be fully trained and licensed as outlined below.
3. The CBSA will not pay for any costs related to licensing and training.
4. The CBSA reserves the right to identify the course content and objectives that must be covered for any course or change the requirements during the period of the contract. Additionally, the CBSA reserves the right to audit any course at its request.

4.1 General Training Standards & Requirements for Security Resources

1. The Contractor must be licensed in Quebec, Canada by the Bureau de la Sécurité Privée (BSP). These records are to be provided to the CBSA, as per the terms of the Contract.

2. All Contractor personnel involved in the delivery or supervision of security services are subject to the Quebec Private Security Act.
3. The Contractor must ensure all resources are in full compliance with applicable licensing and other legislative or regulatory requirements of those Acts at all times throughout the contract. Additionally, they must have successfully completed the Training Program outlined in Appendix "B" of the National Standard of Canada for Security Guards and Security Guard Supervisors, CAN/CGSB-133.1-2008.
4. Under the Qualification Listing Program for Uniformed Security Guards and Supervisors, all Security resources must be trained and tested by an institute or agency listed with the Canadian General Standards Board (CGSB) for Phase 1 of the Qualification Listing Program OR by a College that comes under the jurisdiction of a provincial Ministry of Education and whose curriculum meets the CGSB Standards for Security Guards and Supervisors. Where an institute or agency is used, the Contractor must submit to the CBSA the Phase 1 qualification number of the particular institute or agency. Where the services of a College as defined above are being used by the Contractor, the Contractor must provide to the CBSA a written certification that the College curriculum covers all elements of the following standard courses, as defined in CAN/CGSB-133.1-2008 – National Standard of Canada for Security Guards and Security Guard Supervisors:
 - Basic Security Training (BST)
5. To be considered, the Contractor must provide evidence of successful completion of all aspects of this training for each security resource proposed under this contract. Contractor resources will not be allowed to work at any CBSA facility or location without having successfully completed training to the standard required prior to commencement of employment.
6. All Contractor resources must hold a valid Quebec Security Guard license in accordance with the Private Security Act at the time of in-service date.

4.2 Training & Knowledge prior to Service Commencement

1. Prior to beginning work at any CBSA site, all security resources must be fully trained, and certified to meet training standards. All security resources must be proficient in their tasks as determined by the CBSA.
2. All training and training material provided to security resources by the Contractor, is subject to CBSA review and approval.
3. The Contractor must ensure that all their security resources have completed a combination of both classroom and hands-on training to meet all training requirements.
4. Subject to the CBSA's approval, a variance to either the timeline or the requirement for the completion of training may be granted based on operational need.

4.2.1 First Aid and CPR Training with Automated External Defibrillator (AED)

1. All Contractor resources must have successfully completed training in standard Level 1 First Aid including CPR and the use of the AED.
2. All Contractor resources must be qualified by the St. John's Ambulance, Red Cross, or other recognized First Aid training institution or by a certified instructor as having successfully completed the Standard First Aid Training indicated above and are certified in administering first aid treatment as required. Training records and certificates of completion must be provided to the CBSA for each Contractor resource.

4.2.2 Use of Force Training

1. The Contractor is responsible for ensuring that all resources have undergone formal training related to the National use of force model and related techniques. The CBSA reserves the right to review and approve a specific course, or to identify the course content and objectives that must be covered at any time. Additionally the CBSA reserves the right to audit any course at its request.
2. The contractor must provide training material to the CBSA approval within three weeks of contract award.
3. Practical training content must include material related to the following topics:
 - Use of Force Continuum Model (IMIM);
 - Verbal intervention/tactical communication;
 - Stance, movement & pain sensitive areas;
 - Passive resistant escort: standing, controlled handcuffing/team passive resistant technique (standing and sitting), cooperative cuffing, and, cuff-less frisk training;
 - Secure searches and procedures;
 - Secure subject transport (vehicle) including training on transport cuffs/shackles, as appropriate;
 - ;
 - Strikes and blocking strategies & tactics: fist, palm heel & knee strikes/blocks/elbow-foot strikes;
 - The basics of ground defense: breakdown from the 4 points, defense from the ground; and,
 - Edged weapon defense.
4. Use of Force training must be re-certified every two (2) years, and the recertification must be included in the resource's file.

4.2.3 CBSA POSOPs

1. CBSA POSOPs outline the detailed operating procedures and standing orders that have been put in place for each detention center and location (i.e. IHC and satellite offices). The CBSA will provide the Contractor with copies of the POSOPs and other relevant procedures and guidelines, which outline the responsibilities and procedures to be followed by the Contractor resources and the CBSA prior to the commencement of the contract. The Contractor must ensure that resources receive training (i.e., read the required POSOPs) prior to their assignment at a particular post and, subsequently, follow procedures contained in the POSOPs once at their post. POSOPs will be in sufficient detail to permit the Contractor to effectively carry out its duties under this contract.
 - a. Each contracted resource must sign and submit a declaration stating that they have completed all required CBSA POSOP training prior to beginning on the contract..
2. The Contractor will, at all times, adhere to and follow all POSOPs, instructions, directives, policies and procedures, including amendments thereto, established and implemented by the CBSA. Contractor resources are expected to be conversant with all POSOPs as last amended.
3. The CBSA has the right to amend, modify and re-issue POSOPs, directives, policies etc. as required, and the Contractor's resources must respond accordingly to ensure their implementation.

4.3 Training within the First Three (3) Months of the Provision of Service

1. Within the first three (3) months of the provision of services, all Contractor resources must be fully trained and certified with the following training. Subject to the CBSA's approval, a variance to either the timeline or the requirement for the completion of training may be granted based on operational need.

4.3.1 Cultural Sensitivity, Harassment and Diversity Training (approximately 2 hours)

1. The Contractor is responsible for ensuring that all resources have undergone formal training related to cultural sensitivity, harassment, and diversity. This training is provided online by the CBSA.

4.3.2 Mental Health and Suicide Prevention Training (approximately 3 hours)

1. The Contractor is responsible for ensuring that all resources have undergone formal training related to mental health, including: indicators of mental distress, post-traumatic stress disorder, suicide prevention training, etc. This training is provided online by the CBSA.

4.3.3 Hazardous Toxic Substance Training (approximately 7.5 hours)

1. The Contractor is responsible for ensuring that all resources have undergone formal training developed to provide operational procedures and policy for the examination of products which are suspected or known to contain toxic substances (including fentanyl and fentanyl analogues or synthetic opioids as well as other low-dose drugs and precursors).

4.3.4 CBSA Specific Training

1. The CBSA may assist the Contractor in the preparation and delivery of portions of any pre-assignment training that deals with the provisions of the IRPA and *Regulations (approximately 60 minutes)*, *Access to Information and Privacy Act (ATIP) (approximately 60 minutes)* and CBSA Orientation (*approximately 60 minutes*).
2. *Livescan* fingerprint certification and training (*approximately 1.5 hours*) will be provided by the CBSA (within the region), and it will be the responsibility of the Contractor to maintain active status for all tokens and other means of access, as per CBSA guidelines.

4.4 On-the-Job Training

1. In addition to the classroom and hands-on training provided either by the Contractor or the CBSA (see above), Contractor resources, at the expense of the contractor, will receive 40 hours of on-the-job training prior to being eligible to perform duties on their own.
2. Contractor resources who are being field-trained are not to be considered for the purpose of meeting the mandatory resource levels for each site.
3. On-the-job field-training will include, but is not limited to:
 - a) General IHC or other site-specific orientation, including driver's airside for departures involving remote stand operations and all training required to maintain YUL RAIC;
 - b) Responding to emergency alarms, bomb threats, and suspect incendiary devices;
 - c) The orientation and operation of security systems;
 - d) The orientation and operation of fire equipment;
 - e) Location and access to first aid supplies;
 - f) Radio and communications systems;
 - g) Dealing with power outages, evacuation procedures;
 - h) Access control; and,
 - i) Key control.

4.5 Ongoing Training

1. At the Contractor's expense, the Contractor must provide ongoing training to address any changes in procedures, up to a maximum of one (1) day (8 hours) per resource per year. This must include future courses or training sessions developed and determined by the CBSA to be required for Contractor resources.

4.6 Audit and Monitoring of Training

1. The Contractor agrees to allow representatives of the CBSA to participate, at no cost to the CBSA, as observers for any part of, or, for the full duration of any training offered by the Contractor, or any training used by the Contractor to meet CBSA requirements. This participation will enable the CBSA to evaluate the training program.
2. Prior to commencing work in any capacity under this contract, the Contractor must provide evidence to the CBSA of successful completion of all aspects of training for all security resources for which the Contractor is responsible as outlined in this document. The Contractor is responsible for providing the CBSA with proof of certification of training courses completed in hard-copy format. The CBSA will maintain a file for each resource of the Contractor assigned to the CBSA under this contract. The Contractor must ensure that the CBSA has the most up-to-date information on all resources.
3. The CBSA reserves the right to request that the Contractor provide additional training for resources who have demonstrated an inability to meet the expected standards on a consistent basis, and for any other reason, such as new requirements.

PART 5: ADDITIONAL SECURITY RESOURCE REQUIREMENTS

5.1 Licenses & Passes

1. The Contractor must possess a valid Security License issued by the Bureau de la Sécurité Privée to operate in the province of Quebec.
2. Security resources are to be licensed in accordance with Provincial Regulations. The appropriate prescribed license or identification card must be in their possession at all times while on duty and must be provided for inspection at the request of any person in the course of security duties.
3. All security resources must be in possession of a valid Canadian driver's license enabling them to drive the Contractor-provided fleet vehicles.
4. Ensure the Operational Manager, Assistant Operational Managers and Shift Supervisors each hold a valid driver's licence enabling them to drive buses and minibuses with seating capacity of 24 or less (Class 4B in Quebec).
5. Ensure that prior to the provision of services:
 - i. A minimum of 60 security guards hold a valid driver's licence enabling them to drive buses and minibuses with seating capacity of 24 or less (Class 4B in Quebec).
 - ii. The balance of the security guards hold, at a minimum, a valid driver's licence enabling them to drive a passenger vehicle with two (2) axles and a net weight of less than 4500 kilograms (Class 5 in Quebec)
6. Ensure that within two (2) months of the provision of services all security guards hold a valid driver's licence enabling them to drive buses and minibuses with seating capacity of 24 or less (Class 4B in Quebec).

7. Contractor resources requiring access to sensitive work site(s) must each obtain, maintain, and update as required an appropriate Restricted Area Identity Card (YUL RAIC pass), granted or approved by Aéroports de Montréal.
8. Ensure that a minimum of two (2) security resources on each shift acquire and maintain an airside driver's license, granted or approved by Aéroports de Montréal.

5.2 Citizenship

1. All Contractor resources must be Canadian citizens or permanent residents.

5.3 Education

1. All Contractor resources must demonstrate successful completion of secondary school education in Canada or a Canadian equivalent (i.e. General Education Development, GED).

5.4 Language Ability

1. The Contractor must ensure that all resources meet the following language requirements for both English and French:

5.4.1 Oral Interaction

1. The Contractor's resources must be able to carry on an informal conversation on concrete topics, and paraphrase when they cannot think of a certain word. They can ask and answer simple questions, and give simple instructions and directives in routine work-related situations. The Contractor's resources may make mistakes in some minor grammar, pronunciation, fluency and vocabulary.

5.4.2 Written Comprehension

1. The Contractor's resources must be able to understand most descriptive or factual material on work-related topics. They can clearly understand simple text and grasp the idea of text in use. They can also understand the main points in more complex text, in order to carry out routine work-related tasks.

5.4.3 Written Expression

1. The Contractor's resources must be able to write short descriptive and factual texts as part of their work duties. Grammar, vocabulary, and spelling mistakes are acceptable as long as the message is clear, concise and understandable.

5.5 Certification of Health

1. All Contractor resources must be in a state of health consistent with the ability to perform the required safety and security tasks and derivative capacities the job entails. They should, at a minimum, meet the standards outlined in Clauses 4.1 through 4.2.6 of CAN/CGSB-133.1-2008 National Standard of Canada for Security Guards and Security Guard Supervisors. Upon request from the CBSA, the Contractor must produce a licensed physician's certificate attesting to the good health and the absence of physical or mental limiting factors which could interfere with a security resource's performance of duties.
2. Due to the nature of this work, there is a risk of exposure to Hepatitis A and B, as well as Tuberculosis (TB), COVID-19, among other pathogens. The Contractor must advise their security resources of the risk of such exposure and it is recommended that Contractor resources consult their

family physician prior to commencement of this work. If TB and Hepatitis A and B inoculations are recommended by the physician, they should be administered; associated inoculation costs will not be paid for by the CBSA.

5.6 Minimum Experience Requirements of Security Resources

1. In addition to meeting all the requirements outlined in Part 4, the following represent the minimum requirements for each category of Contractor resource:

5.6.1 Operational Manager

- a) Must have a minimum of five (5) years' management experience within a field directly related to law enforcement (Canadian Armed Forces, Royal Canadian Mounted Police, CBSA, Correctional Services Canada or a police force) or security services. Management experience must include the oversight of employees.

5.6.2 Assistant Operational Manager

- a) Must have a minimum of two (2) years' management experience in a field directly related to law enforcement (Canadian Armed Forces, Royal Canadian Mounted Police, CBSA, Correctional Services Canada or a police force) or security services. Management experience must include the oversight of employees.

5.6.3 Shift Supervisor

- a) Must have a minimum of one (1) year experience in the supervision of employees; and,
- b) Must have a minimum of one (1) year experience in a field directly related to law enforcement (Canadian Forces, Royal Canadian Mounted Police, CBSA, Correctional Services Canada or a police force) or security services;

OR

- c) Must have one (1) year of experience specifically working on a security contract with the CBSA at an IHC or providing care and control of individuals.

5.6.4 Control Guard

- a) Must have 1 (one) year of experience providing supervision of security technology such as alarm and access control systems, CCTV systems, and communications technologies.

OR

- b) Must have a minimum of two thousand (2000) hours of experience working on a CBSA contract in the last two (2) years.

PART 6: CONTRACTOR PERFORMANCE STANDARDS

6.1 Shortfalls

1. Shortfalls occur when the required Contractor resources are not supplied at a post or work site. The CBSA will pay only for time actually worked.
2. The CBSA further reserves the right to seek reimbursement from the Contractor for the replacement of resources not provided, where appropriate. The Contractor must ensure that the minimum requirements for resource compliments are met at all times.

6.2 Overtime

1. Overtime will be paid to the Contractor in accordance with Provincial Regulations and as per Annex B Basis of Payment.
2. Where a security resource is required to work beyond their regular scheduled hours on any established shift, overtime must be pre-approved by the CBSA.
3. Overtime rates will not be paid by the CBSA to allow the Contractor to compensate for shortage of resources. The Contractor is responsible for providing the adequate number of resources at all times, and will be accountable for any overtime costs incurred in order to achieve this. Under no circumstances may the Contractor provide non-security screened resources.
4. For ease of continuity of service, 60% of the current compliment of resources (exclusive of management) should be offered positions on the new contract.

PART 7: ADMINISTRATIVE SPECIFICATIONS

7.1 Work Space

1. Work space will be provided by the CBSA, including access to phone, fax, computers and printers, and e-mail paid for and operated by the CBSA.

7.2 Back-Up Support

1. The Contractor must provide, security-cleared, back-up resources that meet the requirements of the contract for illness, holidays or other absences.
2. The Contractor may replace a Shift Supervisor with a guard resource, an Assistant Operational Manager with a Shift Supervisor, or, an Operational Manager with an Assistant Operational Manager or Shift Supervisor on an interim basis for a period no longer than 45 days. The replacement resource may not be required to meet the minimum experience requirements for that position.

7.3 Scheduling and Assigning Work

1. A weekly work schedule must be provided to the CBSA the Friday prior to the commencement of the following work week, or as otherwise agreed to by the CBSA.
2. Lunch breaks and rest periods are dictated by Provincial regulations. The Operational Manager, Assistant Operational Managers or Shift Supervisors must arrange for breaks to be taken by resources in such a way that their duties are always covered by resources already on site, while ensuring the minimum base requirement at each work site is met.
3. All security resources must remain onsite and be available to report back to work during lunch breaks and rest periods in the event they may be called back to work to assist in an emergency situation (i.e. fire alarm or critical incident). The CBSA agrees to pay for scheduled lunch breaks and rest periods for the resources.
4. Only under exceptional circumstances will the CBSA reimburse security resources for meals purchased while on duty. This is in reference to situations where the work would necessitate an unforeseen extension or circumstance where the resources wouldn't have been able to plan to bring or store their meal, i.e., meal payments may be approved for unexpected or unplanned inter-provincial transports.

5. An example of when the CBSA will reimburse meals is as follows: A guard working an 11:00pm to 7:00am shift is sent to Pierre Elliott Trudeau airport at 4:30am to drop off a detainee, but there is a delay in the flight and the guard must stay at the airport until 9:30am. The guard would be reimbursed for their breakfast, upon approval by CBSA.
6. Upon CBSA approval, expenses will be reimbursed upon submission of meal receipts every two (2) weeks with the invoice, and only up to the amount indicated in Appendix C of the [National Joint Council Travel Directive](#); and with the other provisions of the directive referring to "travelers", rather than those referring to "employees".

7.4 Statutory Holidays

1. There are eight (8) recognized statutory holidays for which the Contractor may bill the CBSA at the statutory holiday rate for resources who have been schedule and are working at sites that require coverage during these days:
2.
 - a) New Years;
 - b) EITHER Good Friday or Easter Monday*;
 - c) Victoria Day;
 - d) St Jean Baptiste Day;
 - e) Canada Day;
 - f) Labour Day;
 - g) Thanksgiving; and
 - h) Christmas Day.

* In the province of Quebec **either** Good Friday **or** Easter Monday must be given as a paid statutory holiday.

3. All sites and posts with the exception of the two satellite offices listed below are open on statutory holidays:
 - a. 1010 St-Antoine O. Montréal, Québec
 - b. 200 René-Lévesque, Montréal, Québec

7.5 Consistency of Assignments

1. The Contractor must make every effort to assign the same full-time resources at the same work sites and posts, in order to maintain a work force that is dedicated and familiar with the work place and its particular requirements.

7.6 Time on Duty

1. The Contractor must ensure shift hours for all resources, including any assigned and approved overtime, does not exceed provincially-mandated labour laws.

PART 8: UNIFORM REQUIREMENTS

8.1 General

1. All uniforms shall be provided by the Contractor and the prescribed uniforms shall be of the Contractor's regular design.

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2. Uniforms shall be worn in the manner prescribed herein. The Contractor shall not issue dress instruction or uniform specifications which deviate, or are in conflict with the uniform specifications contained herein. Uniforms shall be identical in design, colour, and "non-military" in style (i.e. blazer and cargo pants).
 3. Uniforms shall be worn by all security resources assigned to the requirement at all times while engaged in the performance of the services required. Security resources shall not be allowed at their workstation unless they are wearing an authorized uniform.
 4. All resources shall wear, while on duty, a uniform conforming to the following requirements:
 - a) Readily distinguishable from a public police force;
 - b) Displays the company logo or name in a prominent position;
 - c) Name tags, affixed by Velcro, must be worn in a predominant position at all times and must display at a minimum, resources' last names; and,
 - d) An insignia indicating the rank or level on the shoulders of the shirt/sweater, on the epaulettes and on the identification tag.
 5. Uniforms must be clean and neat, fit properly, must not be worn, frayed, damaged or patched, and must include boots that are clean (i.e., free of stains and debris).
 6. Soft body armour must be provided and worn by transport guards and satellite office guards. The CBSA recommends the vests be National Institute of Justice (NIJ) 06 Level II certified ballistic soft body armour. Soft body armour worn must not have expired.
 7. Security resources must wear a securely-attached identification badge denoting their position, name and number, as well as a CBSA identification card, both of which must be visible on the uniform at all times.
 8. The Contractor's management must wear a shirt of a different colour than that of the other security resources for ease of distinguishing their rank.
 9. It is agreed and understood that security resources shall be provided with uniforms in a satisfactory condition and subject to the acceptance of the Project Authority. Failure by the security resources to wear acceptable uniforms may be considered grounds for the removal of the resource from the premises.

8.2 Appearance

1. The Contractor must ensure that all security resources maintain a professional and high standard of appearance that reflects the spirit of the CBSA Uniform Policy and Standards of Appearance including but not limited to:
 - a) Only the approved uniform is to be worn;
 - b) Uniforms must be clean, well-fitted, pressed and in good repair;
 - c) Head and facial hair must be neat, clean and well groomed. Hair styles that detract from the uniform image will not be accepted. Beards, moustaches and sideburns must be well groomed. Due consideration will be given to ethnic and religious variations;
 - d) Shoes must be clean and presentable;
 - e) Neatness in dress and personal appearance is required; and,
 - f) Contractor resources must be clean and devoid of foul or offensive odors.

8.3 Accoutrements

1. The uniform must include:

- a) Company logo;
- b) Identification clip;
- c) Footwear - Black, Canadian Standards Association's (CSA) Grade 1-approved boot with steel or composite toe protection, a puncture-proof, slip-resistant and electric shock-resistant steel sole plate, along with ankle protection of approximately 15 cm (6 inches); and,
- d) Duty Belt, able to accommodate the following: one (1) pair of handcuffs and case, keys, latex gloves and pouch, one (1) pair of Kevlar gloves, two (2) pairs of nitrile gloves, functional flashlight and batteries, and ear pieces and adapters compatible with the two-way radio.

8.4 Cargo Pant Length

1. Cargo pants must be full-length style and are not to be tucked into footwear. Pants shall be hemmed at the middle of the boot counter and shall not break over the boot front.

8.5 Use of CBSA Logo

1. CBSA logos, replicas of CBSA badges, equipment or tools may not be used without prior authorization from the CBSA. The Contractor must clearly identify their own company logo on all resources, email and other documents.

8.6 Accessories

1. All accessories are subject to approval by the CBSA. Caps (if part of the official uniform) that match and complement the type of uniform worn must be provided. If used, gloves, hats, neck gaiter, raincoat or winter coat all which match and complement the type of uniform worn must be provided. Umbrellas are not allowed.

8.7 Attire Standards

1. Hair that is long enough to be below the shoulder is neat, tied back and securely fastened so that it does not pose a health or safety risk, and, if necessary, should be fastened in a bun.
2. Hair accessories such as barrettes, combs, nets, bands and elastics are discreet and a colour that matches the natural hair and must not pose a health or safety risk. Hair accessories that are decorative in nature and are not part of the uniform must not be used.
3. Only discrete stud earrings may be worn, but not more than one (1) earring per ear (hanging or hoop earrings are not allowed). No other visible piercings are allowed (i.e., lip or facial piercings). Due consideration will be given to ethnic and religious variations.
4. Fingernails must be cut short to ensure proper performance of handcuffing and other tasks related to the service. Fingernail polish may only be a neutral colour that does not detract attention from the uniform.
5. Visible tattoos must not be criminal, racist or xenophobic in nature.
6. Intentional disfiguring body modifications such as forked tongues, stretched earlobes, skin implants and dental work are prohibited (with the exception of general dental work such as fillings and cosmetic upgrades such as implants and veneers).

PART 9: MATERIAL and EQUIPMENT REQUIREMENTS

9.1 CBSA Material

1. The CBSA will furnish the following:
 - a) Work space, including office furniture;
 - b) Storage space for the Contractor resources' personal belongings;
 - c) Microwave and refrigerator for Contractor resource lunchroom;
 - d) Computers with email, printer, fax machine and limited network access;
 - e) Paper required for operations;
 - f) All required POSOPs, policies etc.;
 - g) All required CBSA forms and reports; and,
 - h) Any required CBSA controlled assets.
2. The above remains the property of CBSA, who will be responsible for all operating costs such as maintenance, batteries, back up equipment, etc.
3. The Contractor is responsible for repair and replacement of this equipment in the event of any loss or neglectful damage, including all costs associated with the replacement of lost or stolen access passes (i.e., YUL RAIC or IHC passes). The cost of normal maintenance, required as a result of ordinary wear and tear, will be borne by the CBSA. The Contractor must obtain prior approval from the CBSA for the repair of equipment, should he/she wish to undertake him or herself. The cost of maintenance expenses will be paid by the CBSA following receipt from the Contractor of an invoice and supporting documentation. The equipment provided will be operational and in good order.

9.2 Contractor Material

1. The Contractor is responsible to furnish the following:
 - a) Reliable communication system that enables all fleet vehicles on the road to contact each other, the supervisor and all other required personnel (which may include a CBSA employee), at all times. The system will be used to convey instructions and to request assistance;
 - b) Reliable communication system for each security resource and CBSA employee on shift (i.e., radios, cell phone, etc.) within the IHC or assigned work location;
 - c) Handcuffs that meet Canadian industry standards;
 - d) Transport handcuffs, leg irons, and transport belts in an amount required to meet operational requirements, and of varying sizes, as specified by the CBSA;
 - e) Flashlights and working batteries;
 - f) Kevlar gloves for each security resource;
 - g) Soft body armour to be worn by resources assigned to transport and satellite offices;
 - h) Required office supplies and services including, but not limited to:
 - i) Pens;
 - ii) Paper;
 - iii) Guard notebooks;
 - iv) Phones;
 - v) Printers;
 - i) Uniforms for all security resources;
 - j) Personal safety equipment (mask, ear protectors, safety glasses, Latex gloves), if required;
 - k) Personal protective equipment in response to any public health guidelines (ex., non-surgical masks, gloves, etc.), as required;
 - l) Secure cell phone locker, and,
 - m) Fleet vehicles and associated equipment as per specifications outlined in Part 11.

9.3 Property Accountability

1. All property furnished by the CBSA under this contract must remain the property of the CBSA. Upon expiry or termination of the contract, the Contractor must render an accounting of all such property which came into the Contractor's possession under this contract and return the same to the CBSA (except for general wear and tear). The Contractor must reimburse the CBSA for any lost, damaged or missing items.

9.4 Abuse of Telephones - Long-Distance Charges

1. The CBSA will not pay for any unauthorized telephone charges that the Contractor or the security resources incur while they are on government property or using government equipment. Any such charges will be billed to the Contractor.

PART 10: DOCUMENTARY REQUIREMENTS

10.1 Contractor Forms

1. The Contractor may choose to make available to the CBSA, for examination and approval, a series of standardized company forms which could be used in lieu of the below forms which could separate or combine functions.

a) Individual Resource Documentation

This form will be used to provide evidence to the CBSA of the Contractor resources' qualifications, category, etc. prior to assignment of the Contractor's resources to a work site.
Copy 1 - to be forwarded to the CBSA.

b) Security Resource Nominal Roll

This form will be used to provide the CBSA with the names, license numbers, rank, work site assignment and status changes of the Contractor's resources being added to or deleted from the resource complement, due to being promoted or obtaining or requiring current training. This must be kept up-to-date at all times and saved on the shared network drive for easy access by the CBSA.

c) Security Resource Time Sheets

The Contractor must submit bi-weekly time sheets to the CBSA for each resource assigned to a CBSA work site. The time sheets must clearly articulate the resource's name, work site location, date of work, hours of work, overtime etc. These time sheets will be used to verify and confirm invoicing. The CBSA reserves the right to audit time sheets at any time throughout this contract.

10.2 CBSA Forms

1. The Contractor must complete all forms as outlined in the POSOPs or any other CBSA policies and procedures.

PART 11: VEHICLE REQUIREMENTS

11.0 Vehicle Fleet Requirement

1. CBSA Inland Operations requires eight (8) 7-passenger vans as well as four (4) 12-passenger vans to fulfill the requirements of this contract. Provisions must be made to increase this complement to deal with spikes in detention volume.
2. The CBSA reserves the right to make changes to the required fleet numbers from time to time due to changes in operational requirements.

3. Provisions must be made to increase the required vehicle fleet complement to deal with spikes in detention volume, as requested by the CBSA.
4. The CBSA will provide parking space for all required fleet vehicles. Canada is not responsible for any damage that is incurred to any Contractor-provided fleet vehicle.

11.1 Transport Specific Standards

1. Vehicles must be fit-up according to CBSA Vehicle Specifications (see Appendix 1), and must be approved by the CBSA prior to the in-service date.
2. Vehicles must pass an annual Provincially-certified safety inspection and the certification results must be provided to the CBSA. All identified issues must be rectified prior to using the vehicle for any CBSA operation.
3. Vehicles are to meet all current provincial and Canadian Motor Vehicle Safety Act and Regulations specifications.
4. Vehicles are to be properly maintained by the Contractor and must be kept clean, neat and in good working condition. Vehicles are to be repaired and serviced at times other than when vehicles are operationally required.
5. Vehicles must be cleaned and sanitized after each use. Vehicles must also be sanitized professionally on a monthly basis and after heavy use at no additional cost to the CBSA.
6. Vehicles must have a transponder available for toll highways/routes, if applicable.

11.3 Fuel

1. The Contractor will be reimbursed the actual cost reasonably and properly incurred without profit for fuel used by the vehicles in the completion of any performance of work. Actual costs will be verified by the CBSA through proof of payment made by the Contractor for fuel purchased in conjunction with kilometers traveled as recorded in the motor vehicle log.
2. Neither the Contractor nor the Contractor personnel may benefit from reward programs associated with the purchase of fuel (e.g. Air Miles, Petro Points).

PART 12: DISCLOSURE OR COLLECTION OF PERSONAL INFORMATION

1. Sub-section 3(k) of the definition of *personal information* in the *Privacy Act* states that the name of the individual who is or was performing services under contract for a government institution is not personal information. As a result, the identities of resources working at CBSA facilities may be available to the public if a request is made.
2. All records created and information collected by the Contractor must not, at any time, be removed from CBSA facilities unless otherwise authorized and directed by the CBSA. The CBSA may audit the security protocols of the Contractor.

PART 13: CONTRACTOR RESOURCE STANDARDS

13.1 Code of Conduct

1. The Contractor and its resources are expected to respect the spirit of the Values and Ethics Code for the Public Service and the Treasury Board of Canada Secretariat (TBS) Code of Conduct both on and off duty.
2. The Contractor should develop a Code of Ethics and Values that is consistent with the TBS and Public Service and ensure that all resources are familiar with the requirements of this policy.
3. The Contractor must have a policy in place whereby it requires its resources to disclose having a potential employment conflict of interest, which is defined as having private interests that could improperly influence the performance of his or her official duties and responsibilities, or which the resource uses for his or her personal gain. Some examples of such a conflict of interest include, but are not limited to the following: a resource working at the IHC or other CBSA location has family, relatives, friends or associates that are under enforcement action under IRPA, or has an application related to immigration status under IRPA such as a sponsorship or appeal to the IRB, or an application at the CBSA or Immigration, Refugees and Citizenship Canada (IRCC) office outside Canada or any other situation where a real or perceived conflict may arise. The Contractor must advise the CBSA of the method of disclosure put in place, and advise the CBSA of any disclosures so made to the Contractor.
4. The Contractor must immediately inform the CBSA when Contractor resources are being investigated by the police or any relevant governing body, charged or is/has been detained.
5. All Contractor resources will be required to sign a "Non-Disclosure Agreement", and must be provided prior to the resource commencing on the contract.

13.2 Suitability of Resources

1. If any of the Contractor's resources are subsequently considered by the CBSA to be unsuitable due to performance, upon notification from the CBSA the Contractor must immediately remove and replace them with resources acceptable to the CBSA.
2. CBSA reserves the right to determine the suitability for reassignment, if so desired, of any Contractor resources removed from a post.
3. Examples of a cause for an immediate request by the CBSA for the removal of Contractor resources from work assignments on CBSA's premises include, but are not limited to:
 - a) Substance dependence or other addiction for which the resource has not received or is not in the process of receiving treatment, i.e., active use;
 - b) Emotional instability or mental disorders which are untreated and/or the resource chooses not to seek treatment for, including making threats of violence towards co-workers, CBSA employees, detained individuals, visitors etc.;
 - c) Conviction for a criminal offense for which a pardon has not been granted;
 - d) Inability to meet eyesight or hearing standards (as per Clauses 4.2.3 and 4.2.4 of the CAN/CGSB-133.1-2008);
 - e) Inability to meet language standards, either verbally or in writing;
 - f) Persistent performance problems;
 - g) Serious misconduct;
 - h) Failure to follow required procedures in a critical situation or persistent failure to follow required procedures;
 - i) Persistent failure to comply with uniform and tools standards as laid out in Part 8 and Part 9 (as well as anything that is specifically included in the POSOP)

- j) Inadequate training or experience;
- k) Unacceptable licensing or loss of a license;
- l) Failure to maintain required certifications or licensing;
- m) Sleeping or consuming alcohol or illegal substances while on duty;
- n) Infractions of a serious nature that would be governed by the Code referenced in this contract and/or violating POSOPs (i.e., possession of personal cell/smartphones/Blackberry while on duty, falsifying reports, playing games on the internet, taking pictures of individuals with a personal device, etc.);
- o) Demonstrating poor judgment in terms of decision-making;
- p) Demonstrating a lack of integrity; or,
- q) Excessive use of force.

13.3 Inspection and Enforcement of Performance

1. The CBSA will conduct unannounced on-the-job inspections to determine:
 - a) The overall quality of the Contractor's performance;
 - b) The job knowledge of individual Contractor resources;
 - c) The effectiveness of training; and,
 - d) The conduct and appearance of the resources.
2. CBSA will regularly conduct verifications of the response provided by the Contractor's resources to simulations of emergency situations (e.g. bomb threat, fire alarm, emergency evacuation, etc.), and to audit the security resource complement for security clearances, training required, or suitability for employment as outlined in other areas of the contract.
3. The following inspections, tests and enforcement measures will periodically be carried out by the CBSA:
 - a) Work performance inspection on work site;
 - b) Appearance and deportment inspection on work site;
 - c) Review of resource identification, qualifications, training, shortfalls, etc.;
 - d) Site inspections to verify that POSOPs are being followed and other inspections for irregularities in operational management, verification of knowledge of POSOPs, as required.
4. All Contractor resources may be contacted by the CBSA to ensure that they understand their tasks. During these inspections, Contractor resources will identify themselves by:
 - a) Name; and,
 - b) Guard license number, if applicable.
5. The CBSA will immediately alert the Contractor of any deficiencies found by CBSA officials as a result of the above noted inspections or verifications, and the Contractor must take immediate remedial action to correct these deficiencies to CBSA's satisfaction (in a timeframe agreed to in writing with the CBSA).
6. Meetings with the Contractor Representative and the CBSA will be held monthly, or at the discretion of the CBSA, to discuss the Contractor's performance and proposed remedial action to correct any identified deficiencies.

PART 14: DELIVERABLE PLANS

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1. The Contractor representative and the Project Authority will work together on the *Business Process Plan* consisting of the following parts, and will finalize the following parts within 30 days after contract award unless otherwise specified:
- a) Contract Management and Client Relationship Management
This part should address, at a minimum, how the bidder will manage the contract from award through to contract completion including how continuity of services will be ensured, ensuring effective and open communications with the client, the management of contract issues etc.;
 - b) Ongoing Capacity Management and Maintenance
This part of the plan should address, at a minimum, how the bidder will manage the following: staffing levels, recruitment of qualified personnel, personnel turn-over, maintenance of minimum personnel requirements, management of incremental increases and decreases to personnel requirements etc.;
 - c) Risk and Issue Management Strategy*
This part of the plan should address, at a minimum, how the bidder will address risks and manage issues from contract award through to contract close out. This includes escalation of issues and risks to CBSA management for intervention decision, management of risks as a result of not being able to meet staffing complements, training requirements etc.;
 - d) Transition Plan*
This part of the plan should address, at a minimum, how the bidder will manage the transition period from contract award to contract commencement date. This involves the possible transition of experience and workload from the current incumbent vendor, if required; and,
 - e) Incident Management and Review Process
In this part of the plan the bidder should provide, at a minimum, the following: how the bidder will identify and respond to daily security issues (troubleshooting) and what protocols will be established to ensure that they are brought to the attention of the CBSA immediately; what measures will be taken to correct security deficiencies; in the case of an incident occurring on-site, the bidder is asked to describe the escalation procedures that it currently uses to ensure streamlined communications and minimal disruption to operations; articulate its internal incident review process where incidents involve possible personnel misconduct.

*Must be finalized at contract award kick-off meeting, in consultation with the CBSA.

Appendix 1 to Annex A: Statement of Work: Contractor provided Fleet Vehicle Specifications

A fleet of vehicles providing very specific functions is essential to the CBSA for the purpose of providing safe and humane detainee transport throughout Canada.

The CBSA's specifications for Contractor provided fleet vehicles are outlined, below.

1.0 GENERAL FEATURES FOR ALL CONTRACTOR PROVIDED FLEET VEHICLES

Ensure quality workmanship for all modifications and ensure vehicles are free of hazards (e.g. no loose wires, no inappropriately sized gaps, no sharp points, etc.).

Contractor resources must be able to observe all detainees while in the vehicles, either visually without obstructions or with a camera.

Vehicles must be plated as per provincial regulations.

1.1 MINIMUM FEATURES

The following features must be provided:

- CCTV system in order to provide video coverage of the driver, vehicle occupants, and luggage areas. The video must be accessible to the CBSA.
- Maximum speed limit control.
- Reliable communication system that enables all Contractor provided fleet vehicles on the road to contact each other, the shift supervisor, and all other required resources (which may include a CBSA employee), at all times. The system will be used to convey instructions and to request assistance.
- Interior lights must be arranged to illuminate all of the interior of the vehicle.
- Backup camera.
- Minimum of two (2) door lock fobs.
- Power adjustable mirrors.

1.2 COLOUR

All vehicles must be unmarked, and of a neutral colour (e.g., no neon colours, etc).

1.3 HEIGHT

Passenger vans must have a 2m (78 inches) height limitation, or otherwise be approved by the CBSA Project Authority and Public Services and Procurement Canada (PSPC).

Ground clearance or ride height must be at a height that allows those with mobility issues to easily enter and exit the vehicle.

Running board or side steps, must be:

- Flat and have a slip resistant surface;
- A minimum of 5" in width.

1.4 WINDOWS

Window tinting must be between 30% and 50% on side and rear windows.

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Wire mesh or an equivalent security barrier (e.g., window laminate, etc.) must be installed around the rear windows to mitigate damage or escape.

Perforated plexiglass must be installed in front of the rear windows allowing for ventilation.

1.5 IGNITION

Vehicle ignition system must have a transmission lock to be capable of continued engine running after the removal of the ignition key, to allow for continued function of heat/air conditioning.

1.6 SEATS

Seats must be made of non-porous material so that they may be easily disinfected.

1.7 CLIMATE CONTROL

Heat and air conditioning must function in both the front and back of vehicles.

Climate controls must only be accessible in the front console.

1.8 AIRBAGS

For vehicles with side-curtain airbags, the airbags must be deactivated to prevent deployment with the side door skins.

1.9 REAR SEATING AREA

Side door skins must cover the inner door handle and other mechanisms to prevent detainees from accessing parts of the door while in the vehicle.

The "child-lock" option must always be activated.

Emergency door unlock cables must be installed for the rear doors of any caged vehicles. The unlock cable will allow the guard to unlock the door by pulling on the cable from the front doors.

Anti-ligature safety belts must be provided and installed for those being transported.

A prisoner partition with front and back panels must be installed, including a clear plexiglass partition. The provided back panel may be a cage, and is only required in vehicles with a back cargo area (e.g., SUV, etc.). Sedan-type vehicles (e.g., Crown Victoria, etc.), do not require the back panel.

Anti-ligature split vehicle compartments must be installed to separate males and females physically and visually during transports.

Floor of the vehicle must be non-slip, fire retardant and any floor coverings must be securely fastened.

1.10 GPS

Vehicles must have a Global Positioning System (GPS) device (e.g., G-track, etc.) installed so that all vehicles can be tracked in real-time by the security company and identified CBSA employee(s). This will enable them to know when each vehicle enters or exits a particular zone, view historical locations of each vehicle and in turn be able to monitor resources more effectively.

The GPS must be available to the Control Centre on screen at the IHC (if applicable) and must be monitored at all times.

Units may be purchased that have additional features including panic buttons and support handheld devices.

1.11 TIRES

Tires must be in accordance with applicable provincial regulations.

Winter tires specifically designed for winter driving must be provided for all vehicles for use in the appropriate conditions. The Contractor must provide off-site storage for tires when not in use on fleet vehicles.

1.12 LUGGAGE COMPARTMENT

The luggage compartment must have enough space to transport multiple suitcases and other detainee belongings.

The luggage compartment must contain a separate secure lockable compartment for small valuables (e.g., currency, jewelry, etc.).

2.0 VEHICLE ACCESSORIES

The following items must be included for all fleet vehicles, and must be mounted or secured in an area readily accessible to the driver:

- a) First-Aid Kit stocked in accordance with applicable provincial regulations; first aid kit must be checked regularly for expiration dates, and contents must be restocked after each shift;
- b) Naloxone kit;
- c) Valid fire extinguisher meeting the following requirements:
 - o dry-chemical-type fire extinguisher
 - o displays the label of a recognized testing agency
 - o shows a rating of not less than 2-A:10-B:C, and
 - o equipped with a pressure gauge indicating that the fire extinguisher is adequately charged.
- d) Highway emergency flares or an acceptable alternative (e.g., reflective triangle, strobes, etc.);
- e) Anti-suicide knife to cut through seat belt, if required; and,
- f) Two (2) valid child car seats, two (2) valid infant car seats, and two (2) valid booster seats for use at each of the three (3) IHCs. All child and infant car seats must be installed according to Provincial regulations.

ANNEX B: BASIS OF PAYMENT

**Basis of Payment (5 July 2021 to 30 June 2022)
plus 3-Month Option Period (1 July 2022 to 30 September 2022)**

All information in italics will be removed from any resultant contract. All estimates are used for financial score and do not represent a commitment from Canada.

** not required at Current IHC but will be evaluated*

BLUE cells require entry from the Bidder - will form the Evaluated Price

Section 1 Regular Rate Schedule (Monday - Sunday)

1.A - Laval Immigration Holding Centre (IHC) Security Complement

Position / Shift	(A) Shift Hours	(B) Required Number of Resource s	(C) Firm Hourly Bill Rate	(D) Estimate d Number of Days	(E) Evaluated Price (AxBxCxD)
Operational Manager					
Day Shift (Monday - Friday)	8	1	\$ -	252	\$ -
Assistant Operational Manager					
Day Shift (Monday - Friday)	8	1	\$ -	252	\$ -
Afternoon Shift (Monday - Friday)	8	1	\$ -	252	\$ -
Shift Supervisor					
Day Shift (Monday - Friday)	8	2	\$ -	252	\$ -
Day Shift (Saturday & Sunday)	8	2	\$ -	105	\$ -
Afternoon Shift (Monday - Friday)	8	2	\$ -	252	\$ -
Afternoon Shift (Saturday & Sunday)	8	2	\$ -	105	\$ -
Night Shift (Monday - Friday)	8	2	\$ -	252	\$ -
Night Shift (Saturday & Sunday)	8	2	\$ -	105	\$ -
Guard - Bilingual					
Day Shift (Monday - Friday)	8	30	\$ -	252	\$ -
Day Shift (Saturday & Sunday)	8	25	\$ -	105	\$ -

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Afternoon Shift (Monday - Friday)	8	25	\$ -	252	\$ -
Afternoon Shift (Saturday & Sunday)	8	25	\$ -	105	\$ -
Night Shift (Monday - Friday)	8	19	\$ -	252	\$ -
Night Shift (Saturday & Sunday)	8	19	\$ -	105	\$ -
Guard - Transport					
Day Shift (Monday - Friday)	8	10	\$ -	252	\$ -
Day Shift (Saturday & Sunday)	8	10	\$ -	105	\$ -
Afternoon Shift (Monday - Friday)	8	8	\$ -	252	\$ -
Afternoon Shift (Saturday & Sunday)	8	8	\$ -	105	\$ -
Night Shift (Monday - Friday)	8	6	\$ -	252	\$ -
Night Shift (Saturday & Sunday)	8	6	\$ -	105	\$ -
Guard - Control *					
Day Shift (Monday - Friday)	8	3	\$ -	252	\$ -
Day Shift (Saturday & Sunday)	8	3	\$ -	105	\$ -
Afternoon Shift (Monday - Friday)	8	3	\$ -	252	\$ -
Afternoon Shift (Saturday & Sunday)	8	3	\$ -	105	\$ -
Night Shift (Monday - Friday)	8	2	\$ -	252	\$ -
Night Shift (Saturday & Sunday)	8	2	\$ -	105	\$ -
Guard - Departure					
Day Shift (Monday - Friday)	8	2	\$ -	252	\$ -
Day Shift (Saturday & Sunday)	8	2	\$ -	105	\$ -
Afternoon Shift (Monday - Friday)	8	2	\$ -	252	\$ -
Afternoon Shift (Saturday & Sunday)	8	2	\$ -	105	\$ -
Night Shift (Monday - Friday)	8	2	\$ -	252	\$ -
Night Shift (Saturday & Sunday)	8	2	\$ -	105	\$ -

1.A Total Evaluated Price (sum of column E)

\$
-

1.B - Montreal CBSA Satellite Offices Security Complement

Position / Shift	(A) Shift Hours	(B) Required Number of Resource s	(C) Firm Hourly Bill Rate	(D) Estimate d Number of Days	(E) Evaluated Price (AxBxCxD)
Shift Supervisor					
Day Shift (Monday - Friday)	8	2	\$ -	252	\$ -
Guard					
Day Shift (Monday - Friday)	8	6	\$ -	252	\$ -

1.B Total Evaluated Price (sum of column E)

\$
-

Section 1 Total Evaluated Price (1.A + 1.B)

\$
-

Section 2 Statutory Holiday Rate Schedule

2.A - Laval Immigration Holding Centre (IHC) Security Complement

Position / Shift	(A) Shift Hours	(B) Required Number of Resource s	(C) Firm Hourly Bill Rate	(D) Estimate d Number of Days	(E) Evaluated Price (AxBxCxD)
Operational Manager					
Day Shift	8	1	\$ -	8	\$ -
Assistant Operational Manager					
Day Shift	8	1	\$ -	8	\$ -
Shift Supervisor					
Day Shift	8	2	\$ -	8	\$ -
Afternoon Shift	8	2	\$ -	8	\$ -
Night Shift	8	2	\$ -	8	\$ -

Guard - Bilingual					
Day Shift	8	25	\$ -	8	\$ -
Afternoon Shift	8	25	\$ -	9	\$ -
Night Shift	8	19	\$ -	10	\$ -
Guard - Transport					
Day Shift	8	10	\$ -	8	\$ -
Afternoon Shift	8	8	\$ -	8	\$ -
Night Shift	8	6	\$ -	8	\$ -
Guard - Control *					
Day Shift	8	3	\$ -	8	\$ -
Afternoon Shift	8	3	\$ -	8	\$ -
Night Shift	8	2	\$ -	8	\$ -
Guard - Departure					
Day Shift	8	2	\$ -	8	\$ -
Afternoon Shift	8	2	\$ -	8	\$ -
Night Shift	8	2	\$ -	8	\$ -

2.A Total Evaluated Price (sum of column E)

\$ -

Section 2 Total Evaluated Price (2.A)

\$ -

Section 3 On-Call Rate Schedule (Task Authorization - As and When Required)

3.A - Laval Immigration Holding Centre (IHC) Security Complement

Position	(A) Estimate d Hours	(B) Firm Hourly Bill Rate	(C) Evaluated Price (AxB)
Guard - Bilingual	1,800	\$ -	\$ -

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Guard - Transport			800	\$ -	\$ -
Guard - Control			200	\$ -	\$ -
Guard - Departure			200	\$ -	\$ -

3.A Total Evaluated Price (sum of column C)

\$ -

3.B - Montreal CBSA Satellite Offices Security Complement

Position			(A) Estimate d Hours	(B) Firm Hourly Bill Rate	(C) Evaluated Price (Ax B)
Guard			200	\$ -	\$ -

3.B Total Evaluated Price (sum of column C)

\$ -

Section 3 Total Evaluated Price (3A + 3B)

\$ -

**Section 4 Over Time Rate Schedule
(Task Authorization - As and When Required)**

4.A - Laval Immigration Holding Centre (IHC) Security Complement

Position			(A) Estimate d Hours	(B) Firm Hourly Bill Rate	(C) Evaluated Price (Ax B)
Operational Manager			40	\$ -	\$ -
Assistant Operational Manager			40	\$ -	\$ -
Shift Supervisor			80	\$ -	\$ -
Guard			1800	\$ -	\$ -
Guard - Transport			600	\$ -	\$ -
Guard - Control *			40	\$ -	\$ -
Guard - Departure			40	\$ -	\$ -

4.A Total Evaluated Price (sum of column C) \$
-

4.B - Montreal CBSA Satellite Offices Security Complement

Position	(A) Estimate d Hours	(B) Firm Hourly Bill Rate	(C) Evaluated Price (AxB)
Shift Supervisor	40	\$ -	\$ -
Guard	200	\$ -	\$ -

4.B Total Evaluated Price (sum of column C) \$
-

Section 4 Total Evaluated Price (4.A + 4.B) \$
-

Section 5 Vehicle Rate Schedule

Vehicle Type	(A) Number of Months	(B) Number of Vehicles Required	(C) Firm all- inclusive Monthly Bill Rate per Vehicle	(D) Evaluated Price (AxBxC)
7-passenger vehicle	12	8	\$ -	\$ -
12-passenger vehicle	12	4	\$ -	\$ -

Section 5 Total Evaluated Price (sum of column D) \$
-

Total Evaluated Price (sum of Sections 1, 2, 3, 4, and 5) \$
-

ANNEX C: SECURITY REQUIREMENTS CHECK LIST



Contract Number / Numéro du contrat 1000366593
Security Classification / Classification de sécurité UNCLASSIFIED

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Canada Border service agency / Agence	2. Branch or Directorate / Direction générale ou Direction Intelligence and Enforcement Operations Division- Quebec	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Detentions project - Laval IHC Security Guard Service Contract		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Non <input type="checkbox"/> Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Non <input type="checkbox"/> Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Non <input type="checkbox"/> Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Non <input type="checkbox"/> Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Non <input type="checkbox"/> Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	
Foreign / Étranger <input type="checkbox"/>		
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays: Tyler Vandonk (Tyler.Vandonk@tpsgc-pwgsc.gc.c	
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO RESTRICTED <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO DIFFUSION RESTREINTE <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	NATO CONFIDENTIAL <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>	NATO SECRET <input type="checkbox"/>	TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	NATO CONFIDENTIEL <input type="checkbox"/>	TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>
	NATO SECRET <input type="checkbox"/>	
	COSMIC TOP SECRET <input type="checkbox"/>	
	COSMIC TRÈS SECRET <input type="checkbox"/>	

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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui
Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

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

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

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

Special comments:
Commentaires spéciaux : _____

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

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC						
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO	NATO	NATO	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED Protégé			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET	
							RESTRICTED NATO DIFFUSION RESTREINTE	CONFIDENTIAL	SECRET		A	B	C				
Information / Assets Renseignements / Biens Production																	
IT Media / Support TI																	
IT Link / Lien électronique																	

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

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

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

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

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

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

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

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

Complete both A and B.

A. Check only one of the following:

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

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

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

OR

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

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

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

ANNEX E: INSURANCE REQUIREMENTS

E1 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n) All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
 - o) Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

The Policy must be extended to cover food poisoning.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

- p) The Policy must be extended to cover food poisoning.

E2 Automobile Liability Insurance

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
 - a) Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b) Accident Benefits - all jurisdictional statutes
 - c) Uninsured Motorist Protection
 - d) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - e) OPCF/SEF/QEF #3 - Drive Government Automobiles Endorsement
 - f) OPCF/SEF/QEF #6c - Public Passenger Vehicles Endorsement
 - g) OPCF/SEF/QEF #6f - Public Passenger Vehicles - Combined Limits for Passengers and road liability Passenger Hazard/Bodily Injury Minimum Limits required:
 - a. 8 to 12 Passengers: \$5,000,000
 - b. 13 or more Passengers: \$8,000,000

E3 All Risk Property Insurance

The Contractor must obtain All Risks Property insurance while the Government Property is under its care, custody or control, and maintain it in force throughout the duration of the Contract, in an amount of not less than \$150,000.00. The Government's Property must be insured on an Actual Cash Value (depreciated cost) basis.

1. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
2. The All Risks Property insurance policy must include the following:
 - a) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority at least thirty (30) days written notice of policy cancellation.
 - b) Loss Payee: Canada as its interest may appear or as it may direct.
 - c) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Canada Border Services Canada and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

E4 Comprehensive Crime Insurance

1. The Contractor must obtain Comprehensive Crime (Fidelity) insurance on a Blanket basis, and maintain it in force throughout the duration of the Contract period, in an amount as listed below:
 - a) Insuring Agreement 1: Employee Dishonesty (Form A) in an amount of not less than \$50,000.00 covering all employees of the Contractor. Such Fidelity Insurance must contain a "Third-Party Extension" or "Client Coverage" extending such coverage to Canada with respect to the risks associated with this agreement.
 - b) Agreement II/III: Money & Securities Loss Inside Premises/Outside Premises in an amount not less than \$50,000.00;
2. The Comprehensive Crime insurance must include the following:
 - a) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - b) Loss Payee: Canada as its interest may appear or as it may direct.

ANNEX F: COST RECOVERY – SURCHARGES

The Parties agree that the following amounts are their best pre-estimate in the event of the loss to Canada in the event of a such failure, and that it is not intended to be, or is it to be construed as, a penalty. Nothing in this Annex is to be interpreted as limiting the rights and remedies which Canada or the Minister may otherwise be entitled to under the Contract.

F1 Deduction for Shortfalls

In the event the Contractor fails to supply qualified personnel as specified in the Contract, the Contractor agrees to pay to CBSA as liquidated damages the sum of fifty dollars (\$50.00) per hour for each shortfall.

F2 Fleet Vehicles

In the event the Contractor is not able to provide a fleet vehicle as specific in Annex A, the Contractor agrees to pay to CBSA as liquidated damages the sum of one hundred dollars (\$100.00) per day per vehicle.

F3 Missed Flights – Departure Verification

Where it has been determined by the CBSA that error, omission, or negligence on the part of the Contractor results in delaying or aborting an individual's removal, or that the scheduled departure cannot be properly verified, then the Contractor agrees to pay \$1500.00 per person where removal is delayed, or \$4,000.00 per person for any case where departure cannot be readily verified. This figure represents the partial cost to Canada to perform the necessary assessments, investigative efforts and re-initiate the removal of the individual.

F4 Missed Luggage, Personal Effects, Money, Valuables and Resolution of Claims

Any luggage, personal effects, money or valuables not transferred to a detainee, where the CBSA determines that the Contractor's personnel is at fault for this error or oversight, the Contractor must incur all costs related to associating (courier or carrier expense, including locating) those items with the subject to that person's destined location. If luggage, personal effects, money or valuables cannot be located and are deemed lost, they must be replaced at the Contractor's expense.

Claims submitted by detainees for loss of items, money or valuables due to negligence of the Contractor's personnel must be resolved within five (5) working days. The Contractor agrees to pay to Canada as liquidated damages a sum of \$750.00 per day. This will be made beginning on the sixth (6th) day and continuing every day until the loss is resolved up to a maximum of ten (10) days. If negligence on the part of the Contractor results in delaying a detainee's removal from Canada, then a deduction of \$750.00 per day will commence on the day of the delay and will continue until the Contractor resolves the issues and person can be removed. Additional costs incurred due to negligence may also be recovered (e.g. airline tickets).

F5 Motor Vehicle Accidents

In the event of a motor vehicle or traffic accident, if the Contractor is determined to be at fault or negligent by the relevant authority, the Contractor will bear sole responsibility for all associated costs. This may include, but is not limited to, injury or loss of life to a detainee or any person, damage to property and/or loss of property.

F6 Use of Force/Injury to Detainees

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In the event of a use of force incident, if the Contractor is determined by the Courts to have been negligent in the application of force or used excessive force, the Contractor will be held liable under the law. This may include, but is not limited to, criminal, financial or civil liability as well as any costs associated to medical treatment. A review for cause of the employee(s) CBSA security Screening may also be initiated.

F7 Escapes Due to Errors of Negligence of Contractor's Personnel

Where it has been determined by the CBSA that escapes are the result of errors or negligence on the part of the Contractor's personnel (e.g. failure to follow post orders), the Contractor agrees to pay to Canada as liquidated damages the sum of \$1,500.00 per day per escapee (or part thereof), up to a maximum of \$7,500.00 per escapee. This figure recognizes Canada's partial costs in attempting to recapture the escapee(s). This could result in a review for cause of the employee(s) CBSA security screening.

F8 Method of Deduction

The amounts invoiced monthly with month's end supplements by the Contractor to CBSA will be reduced to make reimbursement adjustment provisions for surcharges levied.

The amount deducted from the invoice by the CBSA for deficiencies will be supported by a breakdown of the deficiency(s) and the applicable surcharge.

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ANNEX G: NON-DISCLOSURE AGREEMENT

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

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

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

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.:

Signature

Date

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ANNEX H : TASK AUTHORIZATION FORM PWGSC-TPSGC 572

 Public Works and Government Services Canada / Travaux publics et Services gouvernementaux Canada		Annex Annexe
Task Authorization Autorisation de tâche		Contract Number - Numéro du contrat
Contractor's Name and Address - Nom et l'adresse de l'entrepreneur	Task Authorization (TA) No. - N° de l'autorisation de tâche (AT)	
	Title of the task, if applicable - Titre de la tâche, s'il y a lieu	
	Total Estimated Cost of Task (Applicable taxes extra) Coût total estimatif de la tâche (Taxes applicables en sus) \$	
Security Requirements: This task includes security requirements Exigences relatives à la sécurité : Cette tâche comprend des exigences relatives à la sécurité <input type="checkbox"/> No - Non <input type="checkbox"/> Yes - Oui If YES, refer to the Security Requirements Checklist (SRCL) included in the Contract Si OUI, voir la Liste de vérification des exigences relative à la sécurité (LVERS) dans le contrat ▶		
For Revision only - Aux fins de révision seulement		
TA Revision Number, if applicable Numéro de révision de l'AT, s'il y a lieu	Total Estimated Cost of Task (Applicable taxes extra) before the revision Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision \$	Increase or Decrease (Applicable taxes extra), as applicable Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu \$
Start of the Work for a TA : Work cannot commence until a TA has been authorized in accordance with the conditions of the contract.		
Début des travaux pour l'AT : Les travaux ne peuvent pas commencer avant que l'AT soit autorisée conformément au contrat.		
1. Required Work: - Travaux requis :		
A. Task Description of the Work required - Description de tâche des travaux requis		See Attached - Ci-joint <input type="checkbox"/>
B. Basis of Payment - Base de paiement		See Attached - Ci-joint <input type="checkbox"/>
C. Cost of Task - Coût de la tâche		See Attached - Ci-joint <input type="checkbox"/>
D. Method of Payment - Méthode de paiement		See Attached - Ci-joint <input type="checkbox"/>

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Annex
Annexe _____

Contract Number - Numéro du contrat

2. Authorization(s) - Autorisation(s)

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

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

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

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

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

Signature

Date

PWGSC Contracting Authority - Autorité contractante de TPSGC

Signature

Date

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

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

Signature

Date

ANNEX I: TECHNICAL EVALUATION CRITERIA

The Phased Bid Compliance Process will apply only to mandatory technical criteria identified by the superscript (PB). Mandatory technical criteria not identified by the superscript (PB) will not be subject to the Phased Bid Compliance Process.

1.0 Mandatory Technical Criteria

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

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

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

2.0 Definitions

The following definition applies throughout the evaluation criteria:

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

“**Management experience**” is defined as having performed oversight of a minimum of 35 employees.

Mandatory Technical Criteria – Bidder’s Experience		
No.	Mandatory Criteria	Bid Preparation Instructions
M1.1 (PB)	The Bidder must hold a valid* Guarding Agency licence issued by the “Bureau de la Sécurité Privée” (http://www.bureausecuriteprivée.qc.ca) valid at closing of the Bid submission period and during the period of the contract. *Valid is defined as being active, not expired.	To demonstrate the required experience, the Bidder must submit the following information: i. A copy of the valid guarding agency license to operate in the province of Quebec.
M1.2 (PB)	The Bidder must demonstrate that they have been providing guard services for a minimum of five (5) years within the last ten (10) years, at the time of Request for Proposal (RFP) closing.	To demonstrate the required experience, the Bidder must submit the following information: i. The name of the client organization; ii. Period of the services provided, including start and end dates (month and year, e.g. March 2014 to May 2015); and, iii. A brief description of the services provided.

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M1.3 (PB)	<p>The Bidder must demonstrate that it has provided guard services on a minimum minimum of two (2) contracts that have not been with CBSA, within the last five (5) years, at the time of RFP closing, where they provided a minimum of 35 guards on each Contract*.</p> <p>*For the Contract to qualify the services must have been rendered for a minimum of one (1) year (365 days) from the date of bid closing.</p>	<p>To demonstrate the required experience, the Bidder must submit the following information:</p> <ul style="list-style-type: none">i. The name of the client organization;ii. The number of guards provided;iii. Period of the services provided, including start and end dates (month and year, e.g. March 2014 to May 2015);iv. A brief description of the services provided.
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3.0 Point-Rated Technical Criteria

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

Bids which fail to obtain the required minimum mandatory number of points of 25 out of 40 for R2.1 or **48 out of 80 for the overall points** will be declared non-responsive. Each point-rated technical criterion should be addressed separately.

CATEGORY	SCORE
R1.1: Total number of resources on a recent contract	/20
R1.2: Number of 24/7 guard services contracts	/20
R2.1: Resource Recruitment and Retention Strategy	/40
Overall Total Score	/80

Point-Rated Technical Criteria – Bidder's Experience				
No.	Description	Bid Preparation Instructions	Point Allocation	Score
R1.1	Number of resources provided for any one (1) contract in the last five (5) years.	To demonstrate the required experience, the bidder should submit the following information: i) The name of the client organization; ii) Period of the services provided, including start and end dates (month and year, e.g. March 2014 to May 2015); iii) Total number of security resources required and supplied.	36 to 50 resources = 5 points 51 to 75 resources = 10 points 76 to 100 resources = 15 points 101 or more resources = 20 points	/20
R1.2	Total number of 24/7 guard services contracts in the last five (5) years with a minimum of 35 resources.	To demonstrate the required experience, the bidder should submit the following information: i) The name of the client organization;	1 to 2 contracts = 5 points 3 to 4 contracts = 10 points 5 to 6 contracts = 15 points 7 or more contracts = 20 points	/20

		ii)	Period of the services provided, including start and end dates (month and year, e.g. March 2014 to May 2015);		
		iii)	Total number of security resources required and supplied.		

Point-Rated Technical Criteria – Human Resources Plans and Strategies					
No.	Description	Bid Preparation Instructions	Point Allocation	Cross reference to proposal for substantiating information	Score
R2.1	The Bidder should provide a detailed description of their Human Resources Plans and Strategies as outlined in a) to d) to demonstrate how they intend to ensure they meet the required resourcing needs.				
a)	Recruitment Process	<p>To demonstrate this the Bidder should provide a detailed and thorough description of each step or phase of the organization's recruitment process.</p> <p>How does your organization:</p> <ul style="list-style-type: none"> - Assess the current state? - Consider challenges in meeting future needs? - Advertise using internal services? - Advertise using external services? <p>Any other information?</p> <p>Simply stating a process with no supporting information will receive 0 points.</p>	<p>Points will be awarded as per the rating guide.</p> <p>Maximum available points is 10.</p>		/10

b)	Resource Screening and Selection Process	<p>To demonstrate this the Bidder should provide a detailed and thorough description of the organization's resource screening and selection processes.</p> <p>How does your organization:</p> <ul style="list-style-type: none"> - Conduct preliminary screening? - Conduct interviews? - Conduct testing? - Conduct resource verification checks? - Engage in employee onboarding? <p>Any other information?</p> <p>Simply stating a process with no supporting information will receive 0 points.</p>	<p>Points will be awarded as per the rating guide.</p> <p>Maximum available points is 10.</p>		/10
c)	Resource Retention Strategy	<p>To demonstrate this the Bidder should provide a detailed and thorough description of the organization's resource retention strategy.</p> <p>Does your company provide:</p> <ul style="list-style-type: none"> - Compensation packages? - Employee development opportunities? - Incentive programs? - An appropriate culture and environment? <p>Any other information?</p> <p>Simply stating a process with no supporting information will receive 0 points.</p>	<p>Points will be awarded as per the rating guide.</p> <p>Maximum available points is 10.</p>		/10
d)	Risk Mitigation Strategies for Resource Levels	<p>To demonstrate this the Bidder should provide a detailed and thorough description of the organization's risk mitigation strategies for resourcing levels.</p>	<p>Points will be awarded as per the rating guide.</p> <p>Maximum available points is 10.</p>		/10

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		<p>Describe how your company:</p> <ul style="list-style-type: none">- Identifies potential risks in the ability to recruit resources;- Performs pipeline recruiting;- Communicates with its resources; <p>Any other information?</p> <p>Simply stating a process with no supporting information will receive 0 points.</p>			
Minimum Pass Mark					25
Score					/40

R2.1 Rating Guide

R2.1a) Recruitment Plan

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

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

R2.1b) Resource Screening and Selection Process

- i. Preliminary screening - screening resources to determine suitability for position – ½ point
- ii. Conducts interviews: Up to 1 ½ points are available
 - a. Telephone interview – ½ point

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

R2.1c) Resource Retention Strategies

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

- v. Any other relevant suggestions by supplier outside of the ones listed above – Up to 1 point is available; ½ point per item.

R2.1d) Risk Mitigation Strategies for Resource Levels

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