

#### **RETURN BIDS TO:**

IRCC.BidsReceiving-Receptiondessoumissions.IRCC@cic.gc.ca

#### Attn: Manon Delorme

#### FOR ELECTRONIC BIDS:

The electronic mailbox is equipped to send an automatic reply to all messages received. If you do not receive an automatic response, please contact the Contracting Authority to ensure your bid was received. Please note that it is the bidder's sole responsibility to ensure that all bids submitted are received in their entirety by Citizenship and Immigration Canada by the closing date and time indicated in this RFP.

#### **IMPORTANT NOTICE TO SUPPLIERS**

The Government Electronic Tendering Service on <u>buyandsell.gc.ca/tenders</u> will be the sole authoritative source for Government of Canada tenders that are subject to trade agreements or subject to departmental policies that require public advertising of tenders.

#### **REQUEST FOR PROPOSAL**

**Proposal To: Citizenship and Immigration 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 thereof.

Instructions : See Herein Instructions: Voir aux présentes Issuing Office – Bureau de distribution Citizenship and Immigration Canada Procurement and Contracting Services 70 Crémazie Gatineau, Québec K1A 1L1 Title – Sujet Secure On-site Document Destruction Services

Solicitation No. – N° de l'invitation	Date
CIC-152519	07-05-2021
Solicitation Closes – L'invitation	Time Zone
prend fin at – à	Fuseau horaire
2:00 <b>PM</b>	
on – 16-06-2021	Eastern Daylight EDT
F.O.B F.A.B.	
Plant-Usine: Destination:	Other-Autre:
Address Inquiries to: - Adresser tout	es questions à :

IRCC.BidsReceiving-

Receptiondessoumissions.IRCC@cic.gc.ca Telephone N₀. – N° de téléphone :

Opligitation No. NO de librolitation Date

Destination – of Goods, Services, and Construction: Destination – des biens, services et construction : See Herein

Delivery required - Livraison exigée See Herein

Vendor/firm Name and address

Raison sociale et adresse du fournisseur/de l'entrepreneur

Facsimile No. – N° de télécopieur Telephone No. – N° de téléphone

Name and title of person authorized to sign on behalf of Vendor/firm

Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur

(type or print)/ (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 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.

#### 1.2 Summary

**1.2.1** Citizenship and Immigration Canada's (CIC) Centralized Network has a requirement for a Contractor to provide on-site document destruction services at various locations in Sydney, Nova Scotia. The initial contract period is for one (1) year with two (2) one (1) year option periods.

#### **1.2.2 Single Contract**

Canada is seeking to establish a contract for secure document destruction as defined in Appendix "D", Statement of Work, for three (3) years including all options.

#### **1.2.3 Security requirements:**

"There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, Part 7 - Resulting Contract Clauses and Appendix "G". For more information on personnel and organization security screening or security clauses, bidders should refer to the <u>Contracting Security Program</u> of Public Works and Government Services Canada <u>Security requirements for contracting with the Government of Canada</u>".





#### 1.3 Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within fifteen (15) working days of 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 Citizenship and Immigration Canada (CIC) instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the CIC Website at <a href="http://www.cic.gc.ca/english/transparency/index.asp">http://www.cic.gc.ca/english/transparency/index.asp</a>.

All SACC manual clauses for specific instructions not covered by the standard instructions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* Manual (<u>https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</u>) 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 <u>CIC-SI-001 (2016-05-26)</u> Standard Instructions – Goods or Services Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

#### 2.2 Submission of Bids

Bids must be submitted only to Citizenship and Immigration Canada by the date, time and place indicated on page 1 of the bid solicitation.

# Due to the nature of the bid solicitation, bids transmitted by facsimile to Citizenship and Immigration Canada will not be accepted.

#### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than two (2) 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

#### 2.4 Applicable Laws

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



### PART 3 - BID PREPARATION INSTRUCTIONS

#### 3.1 Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

- Section I: Technical Bid (one (1) electronic copy via email)
- Section II: Financial Bid (one (1) electronic copy via email)
- Section III: Certifications (one (1) electronic copy via email)

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

Canada requests that respondents submit their response in unprotected (i.e. no password) PDF format by email and the size of the document cannot exceed 10MB. Emails exceeding 10MB will not be received.

#### Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

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

#### Section II: Financial Bid

Bidders must submit their financial bid in accordance with Appendix "E", Basis of Payment The total amount of applicable taxes must be shown separately, if applicable.

Bidders should include the following information in their financial bid by completing Appendix "G", Vendor Information and Authorization and include it with their bid:

- 1. Their legal name;
- 2. Their Procurement Business Number (PBN); and
- 3. The name of the contact person (including this person's mailing address, phone and facsimile numbers, and email address) authorized by the Bidder to enter into communications with Canada with regards to:
  - a) Their bid; and
  - b) Any contract that may result from their bid.

Financial proposals must clearly identify the personnel proposed and the associated category <u>for</u> <u>evaluation purposes only</u>. Proposed per diem rates or firm prices must be in Canadian dollars.





The Bidder's firm unit price in response to this RFP and resulting contract must include all overhead, general & administrative costs and profit. Included are the following costs that may be incurred in providing the required services: medium and large bins, office space, computer hardware and software, word processing, preparation of reports, photocopying, courier services, facsimile services, telephone services, local travel expenses, fuel surcharge, insurance and administration related to non-local travel expenses. "Local" as used here is defined as where the Work is to be performed in Canada as may be specified in the RFP and the resulting Contract(s).

Bidders must provide in their financial bid a price breakdown as detailed in Appendix "E", Basis of Payment.

#### Section III: Certifications

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

#### Section IV: Additional Information

The Company Security Officer (CSO) must ensure through the <u>Industrial Security Program (ISP)</u> that the Bidder and proposed individual(s) hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.





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

#### 4.1 Evaluation Procedures

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

#### 4.1.1 Technical Evaluation

#### 4.1.1.1 Mandatory Technical Criteria

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

Mandatory requirements are evaluated on a simple pass or fail basis. Failure by a Bidder to meet any one of the mandatory requirements will render the Bidder's proposal **non-responsive and will not be given further consideration.** The treatment of mandatory requirements in any procurement process is absolute. Each mandatory technical criterion should be addressed separately.

Req. ID	Mandatory Criteria	Not Met / Met	Not Met / Met	Substantiation on Detail as to how this Requirement was met. Cross Reference to Proposal (page and Paragraph)
M1	The Bidder must provide resumes for the proposed resources and back-up resources that will carry out the work at each site included in their bid. The Bidder must clearly identify who is the principle resource and who is the back-up resource.	Not Met/ Met		
	The resumes must include the following information:			
	-name; -years of experience in shredding;			





	-number of years with the bidder's firm;		
	-number of years of work experience;		
	-participation in and description of projects similar as described in to the scope of work and referencing the client		
	for whom the work was done;		
	-client reference(s);		
M2	The Bidder must demonstrate that all mobile shredders providing shredding services are equipped with the devices meeting the Royal Canadian Mounted Police (RCMP) approved destruction of Protected B level. Mobile shredders must be able to cut equal to or smaller than 6 mm x 50 mm or disintegrate to a screen size of 13 mm.	Not Met/ Met	
	At bid closing, the Bidder must provide a list of all proposed mobile shredder vehicle registrations and valid RCMP certificates with the technical proposal for the vehicles servicing CIC offices.		
M3	The Bidder must demonstrate that their company has two years' experience providing secure mobile on-site document destruction services in accordance with the Statement of Work.	Not Met/ Met	
	The bidder must provide a brief description of two (2) recent projects completed by the bidder.		
	For the projects listed, the bidder must include the client's name(s), address, phone numbers and the date that the project(s) involving document destruction services were provided. The Client reference may be contacted during the evaluation period to		





	confirm validity of information provided in the bidder's proposal.		
M4	The Bidder must demonstrate that each of the proposed primary and backup resources have a minimum of one year experience providing secure document destruction services.	Not Met/ Met	

#### 4.1.2 Financial Evaluation

Only the proposals that are technically responsive will be considered for financial evaluation.

The price of the bid will be evaluated in Canadian dollars, applicable taxes are excluded. For the purposes of bid evaluation, Basis of Payment, Appendix "E" will be used. The Bidder must provide all-inclusive firm unit price for the services being proposed in accordance with the bid solicitation, for the initial contract period and option period(s).

The "TOTAL EVALUATED PRICE" in Appendix "E", Basis of Payment will be calculated by adding the initial contract period total (row "F"), Option Year 1 total ("J") and Option year 2 (row "N"). The sum of the three rows will be used to determine the financial evaluation.

#### 4.1.3 Formulas in Pricing Schedule

If the Pricing Schedule provided to bidders include any formulae, Canada may re-input the prices provided by bidders into a fresh table, if Canada believes that the formulae may no longer be functioning properly in the version submitted by a bidder.

#### 4.2 Basis of Selection

#### 4.2.1 Basis of Selection - Lowest Evaluated Price

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



### 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 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 <u>Forms for the Integrity</u> <u>Regime</u> website, to be given further consideration in the procurement process.

#### 5.2 Certifications Precedent to Contract Award and Additional Information

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

#### 5.2.1 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 <u>Employment</u> and Social Development Canada (ESDC) - Labour's website.

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 "<u>FCP Limited Eligibility to Bid</u>" list at the time of contract award.





#### 5.2.2 Former Public Servant Certification

Contracts with 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 with FPS, bidders must provide the information required below.

#### 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 <u>Public Service Superannuation</u> <u>Act</u> (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the <u>Supplementary</u> <u>Retirement Benefits Act</u>, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c.C-17, the <u>Defence</u> <u>Services Pension Continuation Act</u>, 1970, c.D-3, the <u>Royal Canadian Mounted Police Pension</u> <u>Continuation Act</u>, 1970, c.R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c.R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S., 1985, c.C-8.

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

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** () **No** () If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

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

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





#### Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **Yes** () **No** ()

If so, the Bidder must provide the following information:

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

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

By providing information on its status, with respect to being a former public servant in receipt of a <u>*Public Service Superannuation Act*</u> (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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

#### Certification

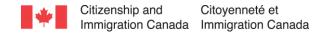
By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

#### 5.2.3 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.





#### 5.2.4 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 Requirement

- 1 At the date of bid closing, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 -Resulting Contract Clauses
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7

     Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- 2. For additional information on security requirements, Bidders should refer to the <u>Industrial</u> <u>Security Program (ISP)</u> of <u>Public Works and Government Services Canada</u> (<u>http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html</u>) website.



### PART 7 - RESULTING CONTRACT CLAUSES

### **APPENDIX "A", GENERAL TERMS AND CONDITIONS**

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

#### A1. Standard Acquisition Clauses and Conditions Manual

All instructions, general terms, conditions and clauses identified herein by title, number and date are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual issued by Public Works and Government Services Canada (PWGSC) and in the Citizenship and Immigration Canada Terms and Conditions Manual.

- A1.1 An electronic version of the SACC Manual is available on the Buy and Sell Website: <u>https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</u>
- A1.2 An electronic version of the Citizenship and Immigration Canada (CIC) Contract Terms and Conditions is available on the CIC Website: <u>http://www.cic.gc.ca/english/transparency/index.asp</u>

#### A2. Terms and Conditions of the Contract

A2.1 The general terms, conditions and clauses identified herein by title, number and date, are hereby incorporated by reference into and form part of this Contract, as though expressly set out herein, subject to any other express terms and conditions herein contained.

#### A3. Standard Instructions and Conditions

**A3.1** The conditions set out in the <u>CIC-SI-001 (2016-05-26)</u> Standard Instructions – Goods or Services Competitive Requirements, are hereby incorporated by reference into and form part of this Contract.

#### A4. General Conditions

A4.1 General Conditions <u>CIC-GC-001 (2016-05-26)</u>, Med/High Complexity Goods and Services Contract shall apply to and form part of this Contract.





### **APPENDIX "B", SUPPLEMENTAL TERMS AND CONDITIONS**

### **B1. Priority of Documents**

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

- a) The Articles of Agreement;
- b) Appendix "B" Supplemental Terms and Conditions;
- c) Appendix "A" General Terms and Conditions;
- d) Appendix "C" Terms of Payment;
- e) Appendix "D" Statement of Work;
- f) Appendix "E" Basis of Payment
- g) Appendix "F" Insurance Requirements;
- h) Appendix "G" Security Requirement Checklist (SRCL);
- i) Appendix "H" Vendor Information and Authorization Form;
- j) the Contractor's proposal dated \_\_\_\_(TBD)

#### B2. SACC Manual Clauses

The following SACC manual Clauses are incorporated by reference and form part of this Contract:

ID	Date	Title
A9117C	2007-11-30	T1204 - Direct Request by Customer Department
A9116C	2007-11-30	T1204 Information Reporting by Contractor
C0705C	2010-01-11	Discretionary Audit

#### **B3.** Security Requirement

- 1. The contractor's resources requiring access to Protected B information must each hold a valid Reliability Status clearance issued by the Canadian Industrial Security Directorate (CISD) of Public Services and Procurement Canada (PSPC)
- 2. Unscreened personnel may **not** be used for any portion of the work;
- 3. Subcontracts, which have security requirements, are not to be awarded without prior written permission of Immigration, Refugees and Citizenship Canada
- 4. The contractor must comply with the provisions of the:
  - A. Security Requirements Checklist and security guide (if applicable), described below;
  - B. Industrial Security Manual (Latest edition)

#### B4. Period of Contract

The period of the Contract is from date of contract award to June 30, 2022.



### **B5.1** Option to Extend the Contract

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

Canada may exercise this option at any time by sending a written notice to the Contractor before the Contract expiry date. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

#### B6. Termination on Thirty (30) Days Notice

- 1. Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.
- 2. In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

#### **B7.** Certifications / Compliance and Additional Information

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.

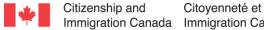
#### **B8.** Insurance Requirements

The Contractor must comply with the insurance requirements specified in Appendix "F". 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. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.





## Immigration Canada Immigration Canada

#### **B9**. **Closure of Government Offices**

Contractor personnel are employees of the Contractor and are paid by the Contractor on the basis of services rendered. Where Contractor's employees are providing services on government premises pursuant to this Contract and the said premises become non accessible and consequently no Work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of closure.

#### B10. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work in Appendix "D".

#### B11. Authorities

#### **B11.1 Contracting Authority**

The Contracting Authority for the Contract is:

#### < The Contracting Authority for the Contract is to be identified at Contract award>

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

#### B11.2 **Project Authority**

The Project Authority for the Contract is:

#### <The Project Authority for the Contract is to be identified at Contract award>

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

#### B11.3 **Contractor's Representative**

#### <The Contractor's Representative for the Contract is to be identified at Contract award>



### APPENDIX "C", TERMS OF PAYMENT

#### C1. Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price as specified in Annex "E" Basis of Payment for a cost of \$\_\_\_\_\_\_ *insert the amount at contract award*). Customs duties are included and applicable taxes are extra.

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

#### C2. Method of Payment

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

- 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.

#### C3. Applicable Taxes

Applicable taxes are not included in the amounts shown in the Basis of Payment. Applicable taxes, which are estimated at \$\_\_\_\_\_ (to be determined at contract award), are included in the total contract amount. Applicable taxes are to be shown as separate items on all invoices and claims for progress payments and will be paid by Canada. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

#### C4. Invoicing Instructions

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



## APPENDIX "D", STATEMENT OF WORK

#### D1. Title

Secure On-site Document Destruction Services

#### D2. Objective

Immigration, Refugee and Citizenship Canada (IRCC) has a requirement for a contractor to provide secure on-site mobile document destruction services in Sydney, Nova Scotia. This will include scheduled on-site shredding of secure documents as well as on-site shredding on an as needed basis.

#### D3. Background

IRCC's Centralized Network located in Sydney, NS has five work locations as well as an off-site storage facility which houses secure documents. The office sites are all within a one block radius of each other with the off-site storage facility within a 5 km distance. The Project Authority (IRCC) requires scheduled weekly and bi-weekly on-site destruction as well as ad hoc on-site destruction.

#### D4. Tasks

The Contractor is responsible for the following:

- Provide secure mobile on-site paper document shredding services using High Volume / Commercial Destruction (HVCD) Equipment as approved by the Royal Canadian Mounted Police (RCMP) for the bulk destruction of paper documents up to and including Protected B.
- 2. Provide the services detailed in section D5 of the SOW, unless otherwise identified by the Project Authority by email 24 hours in advance.
- 3. Provide shredding equipment that will shred material to a maximum shred size of 6 mm x 50 mm or disintegrate to a screen size of 13 mm.
- 4. Provide primary and backup personnel to ensure documents are destroyed in accordance with Government of Canada security specifications.
- 5. Provide storage containers required by volume per facility as detailed in section D5. Of the SOW. These containers must store documents marked for destruction between scheduled pick-ups. The storage container must meet the following criteria:
  - a) Medium storage container is defined as approximately 65 gallons (+/-5 gallons)
- 6. Provide a Certificate of Destruction immediately upon completion of the document destruction. The certificate of destruction must:
  - a. Identify the material that was destroyed and the date of destruction; and
  - b. Include the signature of the IRCC representative who witnessed the on-site destruction services.



City	Building Address	Service Requirement	Pick-up Frequency	Estimated Pick-up volume in cu ft	Storage Containers
Sydney NS	GOCB 49 Dorchester St	Mobile On-site	Twice per week / Ad-hoc	125	21
	Art's 196 George St	Mobile On-site	Twice per week / Ad-hoc	60	3
	Science 210 George	Mobile On-site	Twice per week / Ad-hoc	60	7
	15 Dorchester St	Mobile On-site	Twice per week / Ad-hoc	60	4
	308 George St	Mobile On-site	Bi-weekly / Ad-hoc	60	3
	707 Spar Rd off-site Storage	Mobile On-site	Ad-hoc	45	8
	3050 Wilson Avenue, New Waterford NS B1H 5V8	Mobile On-site	Once per week	45	2

#### D5. Schedule, Locations and Storage Container Requirements

In locations where pick-up frequency is described as ad-hoc, the Project Authority will send an email to the Contractor's representative identified in the contract one week in advance notifying them of a requirement for pick-up with an estimate of the number of bins to be collected or an estimate of the volume in cubic feet.

#### D6. Reporting

The Contractor must provide 24/7 access to its web-based information holding system. The system must be capable of providing rea-time ad-hoc reports on all aspects of the destruction service activity. Required reports must include but not be limited to the following:

- i. Shredding / destruction work by location
- ii. Volume of paper destroyed by date and location
- iii. Certificate of destruction copy
- iv. Detailed monthly billing, by activity
- v. Annual cost and activity to date

#### D7. Period of Contract / Level of Effort

The period of the Contract is from July 1<sup>st</sup>, 2021 to June 30, 2022. The contract will include two (2) additional one (1) year option periods.

#### D8. Limitations and Constraints

Immigration, Refugee and Citizenship Canada reserves the right to inspect the mobile destruction vehicles at any time during the life of the Contract.





Immigration, Refugee and Citizenship Canada may verify the residue of any shredding operation to ensure conformity with the output specifications is section D4. 3.

#### D9. Official Languages

The Contractor must be able to communicate in English.





### **APPENDIX "E", BASIS OF PAYMENT**

During the period of the contract, the Contractor will be paid as specified below, for Work performed in accordance with the Contract.

All deliverables are F.O.B. Destination, and Canadian Customs Duty included and applicable taxes are extra.

For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with this Basis of Payment, Appendix "E".

The Bidder must complete this pricing schedule and include it in its financial bid.

The Contractor will be paid the following all-inclusive **firm per unit rate** for destruction services pursuant to this Contract. The rates must be all inclusive of any expenditures required to fulfill the Contract including fuel surcharge, medium and large bins as identified in Appendix "D" Statement of Work, D5. Schedule, Locations and Storage Container Requirements. All applicable taxes are extra.

	Requirement (A)	<sup>1</sup> Estimated # of Bins per Year (B)	Unit Price (\$) (C)	Total Cost (D) B*C = D
	Initial Contract Pe	award to June 30, 202	2)	
Е	Large bin: 95 gallons. (+/- 5 gallons)	1456	<to be="" completed<br="">by the bidder&gt;</to>	<to be="" bidder="" by="" completed="" the=""></to>
F	Medium bin: 65 gallons. (+/- 5 gallons)	2787	<to be="" completed<br="">by the bidder&gt;</to>	<to be="" bidder="" by="" completed="" the=""></to>
G	Total price for Initial Contract I	<to be="" bidder="" by="" completed="" the=""></to>		
	Option Peric	d 1 (July 1, 202	2 to June 30, 2023)	
н	Large bin: 95 gallons. (+/- 5 gallons)	1456	<to be="" completed<br="">by the bidder&gt;</to>	<to be="" bidder="" by="" completed="" the=""></to>
I	Medium bin: 65 gallons. (+/- 5 gallons)	2650	<to be="" completed<br="">by the bidder&gt;</to>	<to be="" bidder="" by="" completed="" the=""></to>
J	Total price for Option Period 1	<to be="" bidder="" by="" completed="" the=""></to>		
	Option Peric	od 2 (July 1, 202	3 to June 30, 2024)	
К	Large bin: 95 gallons. (+/- 5 gallons)	1456	<to be="" completed<br="">by the bidder&gt;</to>	<to be="" bidder="" by="" completed="" the=""></to>
L	Medium bin: 65 gallons. (+/- 5 gallons)	2390	<to be="" completed<br="">by the bidder&gt;</to>	<to be="" bidder="" by="" completed="" the=""></to>
М	Total price for Option Period 2	= (K + L)		<to be="" bidder="" by="" completed="" the=""></to>

<sup>1</sup> Values included in the estimated # of Bins per year (B) column include weekly, bi-weekly and ad-hoc pick-up schedules.

\* Service Charge: When multiple locations are scheduled for shredding on the same day, only one service charge will be applicable.





Total Evaluated Price = (G + J + M) (excluding taxes)

<To be completed by the bidder>



### **APPENDIX "F", INSURANCE REQUIREMENTS**

The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

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 the Minister of Citizenship and Immigration.
- 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.





- I) 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) Litigation Rights: Pursuant to subsection 5(d) of the <u>Department of Justice Act</u>, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to codefend 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.





# APPENDIX "G", SECURITY REQUIREMENTS CHECKLIST (SRCL)

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# APPENDIX "H", VENDOR INFORMATION AND AUTHORIZATION FORM

**Vendor Name and Address** 

Legal Status (incorporated, registered, etc.)

GST or HST Registration Number and/or Procurement Business Number (Revenue Canada)

Email \_\_\_\_\_

Each proposal must include a copy of this page properly completed and signed.

\_\_\_\_\_ Fax \_\_\_\_\_



Telephone