



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 Guard Services	
Solicitation No. - N° de l'invitation 47419-216063/B	Date 2021-05-10
Client Reference No. - N° de référence du client 47419-216063	
GETS Reference No. - N° de référence de SEAG PW-\$TOR-016-8053	
File No. - N° de dossier TOR-0-43034 (016)	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 2021-06-25 Heure Avancée de l'Est HAE	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Grozdanovski, Tase	Buyer Id - Id de l'acheteur tor016
Telephone No. - N° de téléphone (647) 926-3756 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: See Herein	

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) requires guard services in its four Operational Regions (Ontario, Pacific, Prairies, and Quebec as further defined in Appendix 1 to Annex A – Statement of Work) to:
 - a. Maintain custody and control of individuals (both detained and non-detained, as defined in Annex A – Statement of Work) 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;
 - b. Transport individuals and their luggage and personal effects to and from various locations within the region and across Canada; and
 - c. 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, individuals who are released into the community and present themselves independently for removal, as well as individuals held within the airport awaiting their flight to their country of origin.

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- d. Four (4) contracts may be awarded with a firm contract period of three (3) years, plus four (4) one-year option periods allowing Canada, at its sole discretion, to extend the term of the contract. Four (4) separate contracts may be awarded depending on which bidder is ranked highest for each of the four Operational Regions. For example: Bidder "A" may be the highest ranked bidder for the Pacific, Ontario, and Quebec Operational Regions whereas the Bidder "B" may be the top ranked bidder for Prairies region. In this scenario, four (4) contracts will be awarded: three (3) to Bidder "A" for the Ontario, Pacific, and Quebec regions and one (1) to Bidder "B" for the Prairies region.
- e. For the Ontario, Pacific, and Prairie regions the anticipated full contract in-service date is April 1, 2022. For the Quebec region, the anticipated full contract in-service date is July 1, 2022. There may be up to twelve (12) weeks of an on-site transition period prior to the full contract in service date.
- 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-pwgsc.gc.ca/esc-src/introduction-eng.html) of PWGSC (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.
- 1.2.3 The requirement is limited to Canadian goods and services.
- 1.2.4 There are mandatory Virtual Site Visits (VSVs) for each Operational Region and an optional bidders' conference associated with this requirement where personnel security screening is required prior to gaining access to PROTECTED information, assets or sites. Please 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 Annex E - Federal Contractors Program for Employment Equity - Certification.
- 1.2.6 This bid solicitation requires 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 evaluation criteria includes the Government of Canada greening, accessibility, and socio-economic initiatives as described in Annex K – Technical Evaluation Criteria.
- 1.2.8 The Phased Bid Compliance Process applies to this requirement as described in section 4.1.1.

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 fifteen (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 PWGSC.

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: 365 days

2.2 Submission of Bids

Bids must be submitted only to the PWGSC Bid Receiving Unit specified below by the date and time indicated on page one (1) of the bid solicitation:

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.orreceptiondessoumissions-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 [2003](#), or to send bids 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 (6) days before the solicitation closing date.

Bids transmitted 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, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause,

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

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) 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 the province of work in Canada.

Bidders must indicate the applicable laws of a Canadian province or territory of their choice by inserting the name of the Canadian province or territory of their choice in section 7.10.

2.6 Mandatory Virtual Site Visit

Bidders must attend a VSV for each Operational Region in order to submit a valid bid for the applicable Operational Region.

Bidders must communicate with the Contracting Authority no later than three (3) calendar days prior to the respective VSV date to confirm attendance and provide the name(s), phone number(s) and email address(s) of the person(s) who will attend. Bidders will be required to sign an electronic attendance sheet and a Non-disclosure Agreement in Annex H. Bidders should confirm in their bid that they have attended the VSV.

Bidders who do not attend the mandatory VSV or do not send a representative will not be given an alternative appointment. The portion of the bid for the Operational Region whose VSV the Bidder did not attend will be declared non-responsive. Any clarifications or changes to the bid solicitation resulting from the VSV will be included as an amendment to the bid solicitation.

It is requested that each Bidder limit call-in accounts to three (3) per Bidder.

VSVs will be held for each Operational Region as follows:

Ontario Region:

It is mandatory that the Bidder or a representative of the Bidder attend the VSV. Arrangements have been made for the VSV to be held at May 31, 2021. The VSV will begin at 13:30 EDT.

Pacific Region:

It is mandatory that the Bidder or a representative of the Bidder attend the VSV. Arrangements have been made for the VSV to be held at June 2, 2021. The VSV will begin at 13:30 EDT.

Prairies Region:

It is mandatory that the Bidder or a representative of the Bidder attend the VSV. Arrangements have been made for the VSV to be held at June 3, 2021. The VSV will begin at 13:30 EDT.

Quebec Region:

It is mandatory that the Bidder or a representative of the Bidder attend the VSV. Arrangements have been made for the VSV to be held at June 4, 2021. The VSV will begin at 13:30 EDT.

2.7 Bidders' Conference

A virtual bidders' conference will be held immediately after each of the mandatory VSVs listed above in section 2.6. The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. It is recommended that bidders who intend to submit a bid attend or send a representative.

Any clarifications or changes to the bid solicitation resulting from the bidders' conference will be included as an amendment to the bid solicitation. Bidders who do not attend will not be precluded from submitting a bid.

2.8 Bid Challenge and Recourse Mechanisms

- a. Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- b. Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - i. Office of the Procurement Ombudsman (OPO); and
 - ii. 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 must submit its bid electronically 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

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.

Bidders may submit one technical bid for multiple Operational Regions, with the exception of Point-Rated Technical Criteria R11. For R11 of the point rated technical criteria, the Bidder must submit a response for each Operational Region for which they are bidding. If the Bidder's capabilities vary between Operational Regions, the Bidder must submit multiple technical bids for each Operational Region for which they are bidding.

Section II: Financial Bid

3.1.1 The Bidder must submit pricing details in the appropriate Excel spreadsheets in Annex B – Basis of Payment for Year 1 through Year 3 for each Operational Region for which they are bidding. Pricing must be in Canadian Funds excluding Applicable Taxes. Even if pricing is identical across multiple Operational Regions, the Bidder is required to submit a separate spreadsheet for each Operational Region.

3.1.2 Electronic Payment of Invoices – Bid

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

If Annex D – 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.

3.2 Ontario Labour Legislation – Bid (applicable to Ontario Region only)

1. In accordance with the requirements of section 77(1) of the [Employment Standards Act](#), 2000, S.O. 2000, c. 41, the following information concerning each employee of the previous supplier providing services at the premises will be provided to those that attending the virtual site visit for the Ontario Region:
 - a. the employee's job classification or job description;
 - b. the wage rate actually paid to the employee;
 - c. a description of the benefits, if any, provided to the employee including the cost of each benefit and the benefit period to which the cost relates;
 - d. the number of hours that the employee works in a regular work day and in a regular work week, or if the employee's hours of work vary from week to week, the number of the employee's non-overtime hours for each week that the employee worked during the thirteen (13) weeks before the date of the request for information;
 - e. the date on which the employer hired the employee;
 - f. any period of employment attributed to the employer under section 10 of the Act;
 - g. the number of weeks that the employee worked at the premises during the twenty-six (26) weeks before the request date. The 26-week period must be calculated without including any period during which the provision of services at the premises was temporarily discontinued, or during which the employee was on leave of absence under Part XIV of the Act; and
 - h. a statement indicating whether either of the following subparagraphs applies to the employee:
 - i. The employee's work, before the request date, included the provision of services at the premises, but the employee did not perform his or her job duties primarily at those premises during the thirteen (13) weeks before the request date.
 - ii. The employee's work included the provision of services at the premises, but the employee was not actively at work immediately before the request date, and did not perform his or her job duties primarily at the premises during the most recent thirteen (13) weeks of active employment.
2. The name, residential address and telephone number of each employee as they appear in the previous employer's records will be provided to the successful Bidder after contract award.

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3. In addition to the above information, a copy of either the collective agreement, union certificate, or pending union application(s) regarding these employees at the premises is also attached, if applicable.
 4. Bidders must use the information referred to in subparagraphs 1(a) to 1(h) and paragraph 3 (if applicable) only for the purposes of preparing their bids and complying with the Act. Bidders must not disclose such information except as may be authorized by Canada in writing.
 5. The enclosed information concerning the employees of the previous employer providing services at the premises has been received from the previous employer and Canada does not warrant its accuracy or completeness. Canada will not be responsible for any damage or loss which may result from use of or reliance upon any of this information.
 6. Bidders who require clarification or further information may contact:

Tase Grozdanovski
Telephone: (647) 926-3756
E-mail address: tase.grozdanovski@pwgsc-tpsgc.gc.ca

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 (PBCP) described below.

4.1.1 Phased Bid Compliance Process

4.1.1.1 General

- (a) Canada is conducting the PBCP described below for this requirement. There are three (3) phases to the PBCP.
- (b) Notwithstanding any review by Canada at Phase I: Financial Bid or Phase II: Technical Bid 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 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 from PWGSC.
- (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.

- (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 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 either a Notice or a 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 Remedy Period specified in the CAR 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.

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- (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 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.

4.1.1.5 Mandatory Technical Criteria

The mandatory technical criteria applicable to each Operational Region are described in Annex K – Technical Evaluation Criteria.

4.1.1.6 Point-Rated Technical Criteria

Each bid will be rated by assigning a score to the related regional requirements, which are identified in the bid solicitation by the word “rated” or by referencing to a point allocation score. Bidders will receive one technical score for each Operational Region they bid on. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The point-rated technical criteria are described in Annex K – Technical Evaluation Criteria.

4.1.2 Financial Evaluation

1. Mandatory Financial Criteria

The Bidder must submit, pricing details in the appropriate Annex B – Basis of Payment for Year 1 through Year 3 for each Operational Region for which they are bidding, in the attached spreadsheets, in Canadian funds excluding Applicable Taxes.

2. Financial Evaluation Process

The financial evaluation process is described as follows:

- a. Bids submitted for each region will be evaluated independently from the other operational regions.
- b. Bids will be evaluated based on the prices proposed in Annex B – Basis of Payment.
- c. The evaluated price will be the Total Evaluated Price which is the aggregated total of Year 1 through Year 7 and Vehicle Costs (all Applicable Taxes extra) from Annex B – Basis of Payment. The price used in the evaluation will be the Total Evaluated Price for Years 1 through 3, and Years 4 through 7 which is calculated as follows:

Total Evaluated Price for Years 1 through 3

For each labour line item, the Estimated Number of Shift Hours Per Resource Per Year and the Firm Hourly Bill Rate will be multiplied together to determine the extended cost for that line item. For each vehicle line item, the Number of Vehicle Required Per Year and the Firm All-Inclusive Monthly Bill Rate Per Vehicle will be multiplied together to determine the extended cost of that line item. The extended cost for all line items will be totalled to determine the Total Extended Price for the year. The evaluated price is the sum of the Total Extended Price for Year 1 through Year 3, and Vehicle Costs.

Total Evaluated Price for Years 4 through 7

Evaluated price for Year 4 (option year 1) of the bid will be calculated by multiplying Year 3's evaluated prices by a 2% increase. Similarly the evaluated price for Year 5 (option year 2), Year 6 (option year 3) and Year 7 (option year 4) will be calculated by multiplying the previous year's evaluated prices in the bid.

- d. 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 for each Operational Region - Highest Combined Rating of 60% Technical Merit and 40% Price

- (a) To be declared responsive for an Operational Region, a bid must:

- (i) comply with all the requirements of the bid solicitation;
 - (ii) meet all mandatory criteria for that Operational Region; and
 - (iii) meet the minimum pass mark of the point-rated criteria for that Operational Region.
- (b) Bids not meeting section 4.2 (a) (i), (ii) and (iii) will be declared non-responsive.
- (c) The selection for each Operational Region will be independent from the selection for other Operational Regions. The selection will be based on the highest responsive combined rating of technical merit and price for each respective region. 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 Total 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 Total 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 equals 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
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 Pricing Score will become the top-ranked Bidder.

4.3 Verification of Proposal for Best Valued Bid

- (a) Through the Verification of Proposal (VoP), the top-ranked Bidder for each Operational Region (which is the Bidder with the highest Combined Rating after Phase III of the PBCP) must demonstrate the solution(s) proposed in their bids for the point-rated technical criteria sections R7, R8, R9, and R10, to confirm that it will function as described in the technical bid. The VoP will take place virtually or the VoP may take place at a location in Canada selected by the top-ranked Bidder, if that location is agreed to by the Contracting Authority and if the Bidder assumes all responsibility for recreating the technical environment described in their bid. It is within the Contracting Authority's sole discretion to determine whether the Bidder has accurately recreated this environment.

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- (b) At the discretion of Canada, the following timeline may be modified: after being notified by the Contracting Authority, the top-ranked Bidder will be given a maximum of seven (7) working days to prepare. Up to five (5) representatives of the Bidder may be present during the VoP. The Bidder will be allotted a total of one (1) hour and thirty (30) minutes to present, which will be followed by a one (1) hour question and answer period. No additional time will be granted.

Canada will document the results and will video record the VoP. If Canada determines that the proposed solution(s) are not demonstrated during the VoP, the bid will fail the VoP and the bid will be disqualified. Canada may, as a result of the VoP, reduce the score of the Bidder on any rated requirement (for greater clarity, this means R7, R8, R9 and R10), if the VoP indicates that the score provided to the Bidder on the basis of its written bid is not validated by the VoP. The Bidder's score will not be increased as a result of the VoP. If the Bidder's score is reduced as a result of the VoP test, Canada will reassess the ranking of all bidders for that region to determine the new top-ranked Bidder, who will also be required to undergo the VoP.

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.

5.2 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 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.

5.2.2 Integrity Provisions – Required Documentation

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

5.2.3 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.

5.2.4 Additional Certifications Precedent to Contract Award

5.2.4.1 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.

5.2.4.2 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 section 7.3.1 Security Requirements; and
 - (b) 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 specified in section 6.1 (1) promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance as specified in section 6.1(1) 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 PWGSC (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

6.2 Financial Capability

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

6.3 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.

7.1.2 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.

7.1.2.1 Task Authorization Process

- i. The Project Authority (or their delegated authority) will provide the Contractor with a description of the task using the Task Authorization form specified in Annex I.
- ii. 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.
- iii. The Contractor must not commence work until a TA authorized by the Project Authority (or their 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.

7.1.2.2 Task Authorization Limit

The Project Authority (or their delegated authority) may authorize individual task authorizations up to a limit of \$_____ (to be inserted at contract award), 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.

7.1.2.3 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.

7.1.2.4 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 reporting 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 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 PWGSC.

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 Security Requirements Check List (SRCL) and related clauses provided by the Contract Security Program (CSP) apply to and form part of the Contract as follows:

1. The Contractor/Offeror must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the CSP and PWGSC.
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP and PWGSC.

3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP and PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - a) SRCL 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 PWGSCs, "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. VSC and Fingerprinting, if required, will be at the Bidder's cost.**

7.3.3 Security Requirements for Airport Restricted Access Identity Card (RAIC) Pass

As per the Appendix 1 of the SOW, a RAIC pass is required for certain occupational categories.

The RAIC pass allows non-passengers access to restricted areas of airports.

There are three (3) steps to obtain a RAIC pass:

1. Complete the Airport Security Awareness Training;
2. Apply for a Transportation Security Clearance (TSC); and
3. Apply for a RAIC.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract Award to March 31, 2025 inclusive.

For the Ontario, Pacific, and Prairie regions, the anticipated full contract in-service date is April 1, 2022. There may be up to twelve (12) weeks of an on-site transition period prior to the full in service date for the Contractor's management resources.

For the Quebec region, the anticipated full contract in-service date is July 1, 2022. There may be up to twelve (12) weeks of an on-site transition period prior to the full in service date for the Contractor's management resources.

7.4.2 Option to Extend the Contract

7.4.2.1 The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one-year period(s) under the same conditions. Canada may exercise multiple option periods at once. 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 terms of the Contract and the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least six (6) months before the expiry date of the Contract Period. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.4.2.2 Canada will take the Key Performance Indicators scoring (outlined in Annex J – Performance Management Framework) into consideration before exercising option periods. If scores are not meeting the targets specified under KPI Impact on Option Periods in Annex J, Canada may request an action plan and need to see improvements in order to exercise the option period.

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 that the Operations Manager and Assistant Operations Manager (if applicable to the Operational Region) will participate 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: Tase Grozdanovski
Title: Supply Team Leader
Public Works and Government Services Canada
Procurement Branch
Telephone: (647) 926-3756

Solicitation No. - N° de l'invitation
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TOR-0-43034

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TOR016
CCC No./N° CCC - FMS No./N° VME

E-mail address: tase.grozdanovski@pwgsc-tpsgc.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 inserted at contract award)*

Name: _____
Title: _____
Organization: _____
Address: _____

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

In its absence, the Project Authority is: *(to be inserted at contract award)*

Name: _____
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

Bid Inquiry Contact(s) (to be utilized during evaluation process and will not be included in the resulting contract(s))

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

Contract Management Contact(s) (to be inserted at contract award into the resulting contract(s))

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

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

7.7 Payment

7.7.1 Basis of 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 (including Performance Management Framework expenditures) must not exceed \$ _____ *(to be inserted at contract award)*. Customs duties are included and Applicable Taxes are extra, if applicable.

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 seventy-five (75) percent committed, or
- b. four (4) 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.

AND

7.7.3 Limitation of Expenditure – Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ _____. Customs duties are _____ (insert "included", "excluded" or "subject to exemption, as applicable") and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. 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.

7.7.4 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; and
- c. the Work performed has been accepted by Canada;
- d. if applicable, the quarterly KPI incentive/liquidated damages from the Performance Management Framework detailed in Annex J; and
- e. if applicable, any cost recovery charges from Annex G – Cost Recovery.

7.7.5 Electronic Payment of Invoices – Contract *(applicable instrument(s) to be inserted in the resulting 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)

7.7.6 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.

7.7.7 Indexing of the Basis of Payment – Firm Hourly Bill Rates

The firm hourly bill rates outlined in the Contract Basis of Payment, will be indexed for the Year 4 (option year 1), Year 5 (option year 2), Year 6 (option year 3), and Year 7 (option year 4) of the Contract.

Price indexation will be calculated by multiplying the current year firm hourly bill rates in the Contract Basis of Payment by the percentage change in the average weekly earnings, all employees, excluding overtime, not seasonally adjusted, NAICS: industrial aggregate excluding unclassified businesses for _____ (one of Quebec, Ontario, Alberta, or British Columbia will be inserted at contract award depending on location of work under the contract) over the two 12 month periods ending 3 months prior to the new Contract Year Start date.

Source: Statistics Canada. [Table 14-10-0203-01 Average weekly earnings by industry, monthly, unadjusted for seasonality](#)

Example:

With an expiration date for contract year three (3) of September 2023, the year four (4) firm hourly bill rates (option period 1) for Ontario would be calculated by applying the percentage change in the average weekly earnings for Ontario (as detailed in the contract clause) for the twelve (12) month period ending June 2022 to the twelve (12) month period ending June 2023 to the contract year three (3) rates.

Jul-21	1,100.25	Jul-22	1,130.97
Aug-21	1,101.34	Aug-22	1,140.54
Sep-21	1,099.22	Sep-22	1,134.22
Oct-21	1,110.35	Oct-22	1,134.23
Nov-21	1,108.98	Nov-22	1,126.78
Dec-21	1,111.56	Dec-22	1,131.23
Jan-22	1,112.22	Jan-23	1,133.67
Feb-22	1,120.45	Feb-23	1,140.12
Mar-22	1,112.67	Mar-23	1,141.89
Apr-22	1,121.98	Apr-23	1,140.98
May-22	1,118.90	May-23	1,141.11
Jun-22	1,120.00	Jun-23	1,145.54
Sum	<u>13,337.92</u>		<u>13,641.28</u>
Average (Sum/12)	1,111.49		1,136.77
Percentage Change (1,136.77 - 1,111.49)/1,111.49			2.3%

The contract year three (3) firm hourly bill rates would be increased by 2.3% to determine the contract year 4 firm hourly bill rates.

The rates for contract year five (5) would be established in September 2025 using the year four (4) rates calculated above adjusted by the percentage change in the average weekly earnings for Ontario for the twelve (12) month period ending June 2024 to the twelve (12) month period ending June 2025.

Contract years 6 and 7 would follow the same pattern.

7.7.8 Indexing of the Basis of Payment - Minimum Pay Rate for Occupational Category

For each applicable Occupational Category, the Minimum Pay Rate (column C) for Year 2 of the contract will be multiplied by the average percentage increase of the Firm Hourly Bill Rate (column D) from Year 1 to Year 2. Similarly the Minimum Pay Rate for Year 3, Year 4 (option year 1), Year 5 (option year 2), Year 6 (option year 3) and Year 7 (option year 4) will be calculated by multiplying the average percentage increase from the previous year's Firm Hourly Bill Rate (column D) in the contract.

The Contractor certifies that the pay rates inputted in the "Minimum Pay Rate for Occupational Category" are the minimum pay rates that the Contractor will pay these select resources. This is subject to verification by government audit, at the discretion of Canada, at any time within the contract period. If the audit demonstrates that the minimum pay rates are not applied, then the Contractor must rectify the situation within 60 days, or at the discretion of Canada, by way of increasing payments retroactively to these select resources, from the beginning of contract.

7.7.9 Indexing of the Basis of Payment – Firm all-inclusive Monthly Bill Rate per Vehicle

The firm all-inclusive monthly bill rate per vehicle will be indexed for the Year four (4) (option year one (1)), Year five (5) (option year two (2)), Year six (6) (option year three (3)), and Year seven (7) (option year four (4)) of the Contract.

Price indexation will be calculated by multiplying the current year firm all-inclusive monthly bill rate per vehicle in the Contract Basis of Payment by the percentage change in the annual average Consumer Price Index (CPI), all items, not seasonally adjusted, for _____ (one of Quebec, Ontario, Alberta, or British Columbia will be inserted at contract award depending on location of work under the contract) over the two twelve (12) month periods ending three (3) months prior to the new Contract Year Start date.

Source: Statistics Canada. [Table 18-10-0004-01 Consumer Price Index, monthly, not seasonally adjusted](#)

Example:

With an expiration date for contract year three (3) of September 2024, the year four (4) firm all-inclusive monthly bill rate per vehicle (option period one (1)) for Ontario would be calculated by applying the percentage change in the annual average CPI for Ontario (as described in this contract clause) for the twelve (12) month period ending June 2022 to the twelve (12) month period ending June 2023 to the contract year three (3) rates.

Jul-21	138.5	Jul-22	140.9
Aug-21	138.6	Aug-22	141.5
Sep-21	139.1	Sep-22	141.3
Oct-21	139.0	Oct-22	142.0
Nov-21	139.3	Nov-22	142.1
Dec-21	139.4	Dec-22	142.3
Jan-22	139.3	Jan-23	142.4
Feb-22	139.6	Feb-23	143.0
Mar-22	140.1	Mar-23	143.3
Apr-22	140.3	Apr-23	144.6
May-22	140.8	May-23	144.7
Jun-22	140.7	Jun-23	145.0

Sum	1,674.7	1,713.1
Average (Sum/12)	139.6	142.8
Percentage Change (142.8 – 139.6)/139.6		2.3%

The contract year three (3) firm all-inclusive monthly bill rate per vehicle would be increased by 2.3% to determine the contract year four (4) firm all-inclusive monthly bill rate per vehicle.

The rates for contract year five (5) would be established in September 2025 using the year four (4) rates calculated above adjusted by the percentage change in the average annual CPI for Ontario for the twelve (12) month period ending June 2024 to the twelve (12) month period ending June 2025.

Contract years 6 and 7 would follow the same pattern.

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 Applicable Taxes must be specified on all invoices as a separate item. All items that are zero-rated, exempt or to which the Applicable Taxes 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.
- b. all such documents have been verified by Canada; and
- c. the Work performed has been accepted by Canada.

2. Invoices must be distributed as follows:

- a. The Contractor must send only one (1) copy of each invoice by email to the Project Authority's paying office: (CBSA Finance-National Invoice Reception Unit (NIRU) at Vendors-fournisseurs@cbsa-asfc.gc.ca on a monthly basis. Only legible electronic (PDF, Word, Excel) files will be accepted; all others will be returned.

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 of each invoice must be forwarded to the Contracting Authority identified in 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.

7.9.3 Ontario Labour Legislation – Contract *(to be inserted in resulting contract for Ontario region)*

SACC Manual clause [A0075C](#) (2014-11-27) Ontario Labour Legislation - 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 _____ *(to be inserted at contract award), Canada.*

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](#) (2020-05-28), 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 F, Insurance Requirements;
- (h) Annex G, Cost Recovery;
- (i) Annex H-1, Non-Disclosure and Confidentiality of Information Agreement ("NDA") with Contractor's Employees;
- (j) Annex H-2, Non-Disclosure and Confidentiality of Information Agreement ("NDA") with the Contractor;
- (k) Annex I, Task Authorization Form PWGSC-TPSC 572;
- (l) Annex J, Performance Management Framework;
- (m) the signed Task Authorizations (including all of its annexes, if any); and
- (n) the Contractor's bid dated _____,

7.12 Foreign Nationals (Canadian Contractor)

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

7.13 Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex 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. 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 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](#)".

7.15 Government Site Regulations

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

7.16 Government Property

Government Property must be used only for the purpose of performing the Contract.

7.17 Non-disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed Non-disclosure Agreement attached at Annex H-1, and provide it to the Project Authority before they are given access to information by or on behalf of Canada in connection with the Work.

The Contractor must provide the completed and signed Non-disclosure Agreement attached at Annex H-2, and provide it to the Project Authority before they are given access to information by or on behalf of Canada in connection with the Work.

7.18 Cost Recovery

Annex G - Cost Recovery – will apply as applicable.

1. Canada and the Contractor agree that the amount stated in Annex G 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 G.
3. Nothing in Annex G must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.

7.19 Performance Management Framework

Annex J – Performance Management Framework – will apply as applicable

1. Canada and the Contractor agree that the framework stated in Annex J, the incentives or liquidated damages will appear on the monthly invoice after it has been agreed upon at the quarterly meeting between Canada and the Contractor.
2. Canada and the Contractor agree that the framework stated in Annex J 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.
3. 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 J.
4. Nothing in Annex J must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.

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ANNEX "A"

STATEMENT OF WORK

See attached.

ANNEX "B"

BASIS OF PAYMENT

All information in italics in this annex will be removed from any resultant contract.

The Bidder must submit, pricing details in the appropriate Annex B: Basis of Payment for Year 1 through Year 3 for each operational region for which they are bidding, in the attached spreadsheets, in Canadian funds excluding Applicable Taxes.

Each Operational Region has their own respective MS Excel file as follows:

Appendix B.1 to Annex B - Ontario Region

Appendix B.2 to Annex B - Pacific Region

Appendix B.3 to Annex B - Prairie Region

Appendix B.4 to Annex B - Quebec Region

X- will be with the respective Operational Region identified at Contract Award.

Y- will represent the Year of the Contract

B.X.Y.1 Regular Rate (Monday – Sunday)

The Contractor will be paid firm all-inclusive rates as follows, for work performed on Operational days in accordance with Annex A, Statement of Work. Customs duties are included and Applicable Taxes are extra. Canada will not pay for any costs related to staffing or personnel beyond that explicitly stated herein.

Payment will be based on actual hours worked. Canada pays for scheduled lunch breaks and rest periods for Contractor resources.

Please refer to the attached Appendix B.X to Annex B – X Region for the Rate schedule.

B.X.Y.2 Statutory Holiday Rate

As per section 13.5 of the SOW, "the Contractor may bill the CBSA at the statutory holiday rate for resources working at sites that require coverage during these days. For the purposes of this Contract, statutory holidays will be determined by the province in which the guard services are taking place".

Payment will be based on actual hours worked.

Please refer to the attached Appendix B.X to Annex B – X Region for the Rate schedule.

B.X.Y.3 On-Call Rate (Task Authorization - As and When Required)

As per section 10.2 of the SOW, CBSA may require additional resources on occasion.

Payment will be based on actual hours worked, but will not provide compensation for Contractor resources to be "on-call".

Please refer to the attached Appendix B.X to Annex B – X Region for the Rate schedule.

B.X.Y.4 Over Time Rate (Task Authorization - As and When Required)

All overtime must be pre-approved by the CBSA, as per section 13.2 of the SOW. The Contractor will be paid overtime hourly rates only where the actual hours worked exceeds the regular scheduled shift (i.e. if a resource is scheduled for an 8 hour shift, the regular hourly rates will apply for the first 8 hours of work and then the overtime hourly rates >8 hours will apply). CBSA will not incur costs related to overtime for shifts that are normally scheduled as a certain number of hours. The Contractor will be paid at regular hourly rates for these shifts and will only be paid overtime for hours worked above the normally scheduled shift.

Please refer to the attached Appendix B.X to Annex B – X Region for the Rate schedule.

B.X.Y.5 Vehicles

The Contractor will be reimbursed for the use of vehicles as per the firm all-inclusive monthly rates identified below. The firm all-inclusive monthly rate includes: the usage, maintenance and repairs related to the execution of the Work as per Annex A, Statement of Work and excludes gasoline, guards, drivers, and Applicable Taxes.

No additional claims for expenses incurred related to the usage of vehicles under this Contract may be made.

Please refer to the attached Appendix B.X to Annex B – X Region for the Rate schedule.

B.X.Y.6 Gasoline

The Contractor will be reimbursed the actual cost reasonably and properly incurred without profit for gasoline used by the vehicles in performance of the Work. Actual costs will be verified by the CBSA through proof of payment made by the Contractor for gasoline purchased in conjunction with kilometers traveled as recorded in the motor vehicle log.

Please refer to the attached Appendix B.X to Annex B – X Region, Summary Tab for the Estimated Cost.

B.X.Y.7 Travel and Living Expenses – National Joint Council Travel Directive

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal allowances specified in Appendices C and of the [National Joint Council Travel Directive](#), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

All travel must have the prior written authorization of the Project Authority.

All payments are subject to government Audit.

Please refer to the attached Appendix B.X to Annex B – X Region, Summary Tab for the Estimated Cost.

This Directive is not applicable to the expenses incurred for gasoline as outlined above.

B.X.Y.8 Other Direct Expenses

Other Direct Expenses must have the prior written authorization of the Project Authority.

The Contractor will be reimbursed for any other direct expenses reasonably and properly incurred in the performance of the Work and as pre-approved by the Project Authority. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

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All payments are subject to government Audit.

Please refer to the attached Appendix B.X to Annex B – X Region, Summary Tab for the Estimated Cost.

B.X.Y.9 Performance Management Framework

All incentive claims made under the Performance Management Framework must have the prior written authorization of the Contracting Authority and Contractor.

When applicable as per Annex J, the Contractor will be reimbursed with the monetary incentive when any individual KPI meets or exceeds the target listed in Annex J.

All payments are subject to government Audit.

Please refer to the attached Appendix B.X to Annex B – X Region, Summary Tab for the Estimated Cost.

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ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat
100346063

Security Classification / Classification de sécurité

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

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Security Classification / Classification de sécurité

Canada

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47419-216063/B
Client Ref. No. - N° de réf. du client
47419-216063

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-0-43034

Buyer ID - Id de l'acheteur
TOR016
CCC No./N° CCC - FMS No./N° VME



Contract Number / Numéro du contrat

100346063

Security Classification / Classification de sécurité

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 ☐ Yes
Non 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 ☐ Yes
Non 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 FIABILITÉ | <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 : CBSA Reliability required.
- 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 ☐ Yes
Non Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? ☐ No ☐ Yes
Non 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 ☐ Yes
Non 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 ☐ Yes
Non 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 ☐ Yes
Non 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 ☐ Yes
Non 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 ☐ Yes
Non Oui

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100346063

Security Classification / Classification de sécurité

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 RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS 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 indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

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ANNEX "D" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

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

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

ANNEX "E" 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 "F"

INSURANCE REQUIREMENTS

1. 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 the Canada Border Services Agency and 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.

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.

2. 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
- h) OPCF/ SEF/ NBEF #44 or #44R - Family Protection Endorsement - Private Passenger Vehicles.

3. 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.

4. 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 "G"

COST RECOVERY

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 may otherwise be entitled to under the Contract.

1. 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 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 verified. This figure represents the partial cost to Canada to perform the necessary assessments, investigative efforts and re-initiate the removal of the individual.

2. Missing Luggage, Personal Effects, Money, Valuables and Resolution of Claims

Any luggage, personal effects, money or valuables not transferred to an individual, 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 individuals 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 detainee can be removed. Additional costs incurred due to negligence may also be recovered (e.g. airline tickets).

3. 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 (or part thereof) per escapee, up to a maximum of \$7,500.00 per escapee. This figure recognizes Canada's partial costs in attempting to recapture the escapee(s).

4. Method of Deduction

In the event that any of the above instances occur, the amounts will be added as a line item deduction on the Contractor's next monthly invoices.

Annex "H-1"

Non-Disclosure and Confidentiality of Information Agreement ("NDA") with Contractor's Employees

Non-Disclosure and Confidentiality of Information Agreement ("NDA") with Contractor's Employees

To: Her Majesty the Queen in Right of Canada for the Canadian Border Services Agency ("CBSA") as represented by the Minister of Public Works and Government Services ("Canada"),

And: <name of Contractor> *(to be inserted at contract award)* (the "Contractor").

1. I, _____ <employee's full legal name> am an employee, or deemed to be an employee of the Contractor and recognize that in the course of or as a result of my work as an employee for services in relation to contract No. < *(to be inserted at contract award)* >, (the "Contract") may be given access to Information belonging to Canada or to other identified third parties.
2. In this NDA, "Information" means any information in relation to the Contract, in any form whether oral, hard copy or electronic, that includes: instructions, guidelines, data, material, advice, or any information that is known to be or by its nature is likely to be treated by the disclosing party as confidential information of itself or a third party that is disclosed to me during the performance of the Contract or as a result of it, and all information related to the business affairs of Canada or any third party 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.
3. I hereby agree that I shall not reproduce, duplicate, use, divulge, release or disclose, in whole or in part, in whatever way or form any Information to any person (other than to a person employed by Canada or to a person to whom disclosure has been expressly consented to by Canada) except on a need to know basis to employees of the Contractor and for the purpose of the Contract, and hereby undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written instructions issued by Canada or the Contractor, to prevent the disclosure of or access to such information in contravention of this NDA.
4. Without limiting the generality of the foregoing, I understand and agree that Information disclosed to me while performing work under the Contract remains the property of Canada or a third party, as the case may be, and is not to be used for any purpose except to carry out the Contract. For the purpose of this NDA, embedded consultants who have been approved in writing by Canada and perform work for the Contractor under contracts of service are deemed to be employees of the Contractor, and the Contractor is responsible for them hereunder as if they were employees.
5. At the written request of Canada or the Contractor, or at the expiry or termination of the Contract, I will immediately deliver to the Contractor all hard copies of all Information that have come into my possession or have been made in the performance of the Contract as well as every draft, working paper and note that contains any of the Information, and I will immediately delete all electronic records of any of those, except that I am under no obligation to delete back-up computer records provided that I make no attempt to retrieve such records.
6. Nothing in this NDA shall be construed as preventing the disclosure or use of any Information to the extent that such information:
 - (a) is or becomes in the public domain through no fault of my own;

-
- (b) is or becomes known to me from a source other than Canada or the Contractor, except any source that is known to me to be under an obligation not to disclose the information; or
- (c) is disclosed, with the prior written notification to Canada and the Contractor, under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.
7. I acknowledge that the Information is proprietary and confidential and that Canada or the Contractor, as the case may be, would be irreparably damaged if any of the provisions contained in this NDA are not performed by me in accordance with the terms set out and therefore I agree that, in addition to monetary damages and without limiting any other rights or remedies that Canada or Contractor may have, Canada and the Contractor will have the right to an immediate injunction and specific performance or other available equitable relief in any court of competent jurisdiction, enjoining any such threatened or actual breach of this NDA by me.
8. If any provision of this NDA shall be held invalid or unenforceable, such provision shall be deemed deleted from this NDA and replaced by a valid and enforceable provision which so far as possible achieves the parties' intent in agreeing to the original provision. The remaining provisions of this NDA shall continue in full force and effect.
9. No failure or delay by any party in exercising any right, power or privilege under this NDA will operate as a waiver of that right, power or privilege, and the single or partial exercise of a right, power or privilege under this NDA will not preclude any other or future exercise of that or any other right, power or privilege. Any amendment to this NDA will be effective only if in writing signed by all the parties.
10. This NDA must be interpreted and governed by the laws in force in <Province> (to be inserted at contract award), Canada.
11. I agree that the terms of this NDA shall survive the completion of the work under our contract or subcontract with the Contractor as the case may be.

[IF APPLICABLE INSERT THE FOLLOWING: This Non-Disclosure and Confidentiality of Information Agreement supersedes the Non-Disclosure and Confidentiality of Information Agreement signed on _____ for Information disclosed to us after the date hereof.]

IN WITNESS WHEREOF this NDA has been duly signed and delivered this _____ day of _____, 20____, by our officers duly authorized in this respect.

Name _____

Title _____

Signature

Annex "H-2"

Non-Disclosure and Confidentiality of Information Agreement ("NDA") with the Contractor

Non-Disclosure and Confidentiality of Information Agreement ("NDA") with the Contractor for Contract No. < (to be inserted at contract award)> (the "Contract"):

To: Her Majesty the Queen in Right of Canada for the Canadian Border Services Agency ("CBSA") as represented by the Minister of Public Works and Government Services ("Canada").

1. We, <(to be inserted at contract award)>, a company incorporated under the laws of <Province>(to be inserted at contract award), Canada (the "Contractor") recognize that we may be given access to Information belonging to Canada or to other identified third parties in the course of or as a result of our Work as a contractor of Canada for services in relation to the Contract.
2. In this NDA, "Information" means any information in relation to the Contract, in any form whether oral, hard copy or electronic, that includes: instructions, guidelines, data, material, advice, or any information that is known to be or by its nature is likely to be treated by the disclosing party as confidential information of itself or a third party that is disclosed to us during the performance of the Contract or as a result of it, and all information related to the business affairs of Canada or any third party 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.
3. We hereby agree and shall so instruct our employees that we shall not reproduce, duplicate, use, divulge, release or disclose, in whole or in part, in whatever way or form any Information to any person (other than to a person employed by Canada or to a person expressly consented to by Canada) except on a need to know basis to our employees and to our subcontractors as permitted in the Contract for the purpose of our Contract, and hereby undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this NDA. Without limiting the generality of the foregoing, we understand and agree that Information disclosed to us while performing work under the Contract is not to be used for any purpose except to carry out the Contract. For the purpose of this NDA, embedded consultants who have been approved in writing by Canada and perform work for us under contracts of service are deemed to be our employees, and we are responsible for them hereunder as if they were employees.
4. We shall not make use of any Information for any purpose other than the carrying out of our obligations and the exercise of our rights under our Contract, described above.
5. At the written request of Canada or at the expiry or termination of our Contract, we will immediately deliver to the Contracting Authority of PWGSC all hard copies of all Information that have come into our possession or have been made in the performance of the Contract as well as every draft, working paper and note that contains any of the Information, and we will immediately delete all electronic records of any of those, except that we are under no obligation to delete back-up computer records provided that we make no attempt to retrieve such records.
6. Nothing in this NDA shall be construed as preventing the disclosure or use of any Information to the extent that such information:
 - (a) is or becomes in the public domain through no fault of our own;
 - (b) is or becomes known to us from a source other than Canada or the party who disclosed it to us for purposes of the Contract, except any source that is known to us to be under an obligation not to disclose the information; or

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(c) is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

7. The Contractor acknowledges that the Information is proprietary and confidential and that Canada would be irreparably damaged if any of the provisions contained in this NDA are not performed by the Contractor in accordance with the terms set out and therefore the Contractor agrees that, in addition to monetary damages and without limiting any other rights or remedies that Canada may have, Canada will have the right to immediate injunction and specific performance or other available equitable relief in any court of competent jurisdiction, enjoining any such threatened or actual breach of this NDA by the Contractor.

8. If any provision of this NDA shall be held invalid or unenforceable, such provision shall be deemed deleted from this NDA and replaced by a valid and enforceable provision which so far as possible achieves the parties' intent in agreeing to the original provision. The remaining provisions of this NDA shall continue in full force and effect.

9. No failure or delay by any party in exercising any right, power or privilege under this NDA will operate as a waiver of that right, power or privilege, and the single or partial exercise of a right, power or privilege under this NDA will not preclude any other or future exercise of that or any other right, power or privilege. Any amendment to this NDA will be effective only if in writing signed by all the parties.

10. This NDA must be interpreted and governed by the laws in force in <Province>(to be inserted at contract award), Canada.

11. We agree that the terms of this NDA shall survive the completion of the Work under our Contract.

IN WITNESS WHEREOF this NDA has been duly signed and delivered this _____ day of _____, 20__, by our officers duly authorized in this respect.

Name _____

Title _____

Signature

(I have authority to bind the Contractor)


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ANNEX "I"

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"/>

PWGSC - TPSGC 572 (2014-04)

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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.

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.

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.

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 "J"

PERFORMANCE MANAGEMENT FRAMEWORK

Purpose:

To provide nationally-consistent oversight and contract management for all rendered guard services through the use of structured key performance indicators (KPIs), incentives, and liquidated damages.

Expected Outcomes:

- (a) Measureable KPIs with associated targets will hold contractor(s) more accountable for providing the required services and equipment;
- (b) Nationally-consistent and relevant reporting mechanisms;
- (c) Increased operational performance through the use of incentives and liquidated damages;
- (d) KPIs will be re-evaluated annually by CBSA, with new indicators and targets being set depending on areas of current concern;
- (e) Allows the CBSA to continuously monitor and assess the results of the contract; and,
- (f) CBSA Headquarters (HQ) and regional management are enabled to make informed decisions and take appropriate, timely action with respect to programs.

Governance:

CBSA HQ will establish a senior board to perform management oversight of the contract monitoring and consistent application of the incentive framework, on a quarterly basis.

Collection, Analysis, and Dispute Resolution:

Contractor(s) will be provided with a completed Excel dashboard that they will be required to verify and accept for each site within the Operational Region (for example, bi-weekly or monthly, dependent on the KPI). The dashboard is populated by the Indicator Data found in the KPI indicator control sheets detailed below.

Any disputes involving the KPI Indicator Data, will follow the dispute resolution process described in section 7.14 of the Contract.

Regional data will be collected on a monthly basis, and will be compiled and analyzed quarterly by CBSA HQ. Calculations for monetary incentive or liquidated damages application will be done on a quarterly basis.

KPI Incentives and Liquidated Damages:




Targets, as well as an acceptable thresholds, have been determined for each individual KPI (see pages below for more information).

A result that surpasses the identified target will be considered 'green' and will result in the 100% of the applicable incentive value for that individual KPI.

A result that falls within the identified acceptable threshold for each individual KPI will be considered 'yellow', and will result in the applicable incentive value dependent on the score received for that individual KPI.

A result which falls below the identified acceptable threshold for any individual KPI will be considered 'red', and will result in: the application of 100% of the liquidated damages value as specified in this Annex;

an action plan that will be drafted by PWGSC and CBSA and implemented in consultation with the Contractor(s); and, the risk of the Contractor being deemed in default of the Contract at the discretion of Canada.

<u>Result</u>	<u>Health</u>	<u>Application</u>
Any individual KPI meets or exceeds target	Green 	100% of the monetary incentive for the individual KPI, at the discretion of Canada.
Any individual KPI within acceptable threshold	Yellow 	Applicable monetary incentive for the individual KPI, at the discretion of Canada.
Any individual KPI does not meet acceptable threshold	Red 	Implementation of an action plan addressing areas of concern (any indicators below acceptable threshold), applicable liquidated damages as per individual KPI, and, risk of contract default at the discretion of Canada.

KPI Impact on Option Periods:

As per section 7.4.2.1 Canada will take the Key Performance Indicators scoring, into consideration before exercising option periods.

Indicator: KPI 1 Fleet	
Description and Definition	<p>The required number and fit-up of vehicles have been supplied and are in operational condition.</p> <p>Vehicles must pass an annual Provincially-certified safety inspection and the inspection results must be provided to the identified CBSA employee. All identified issues must be rectified prior to using the vehicle for any CBSA operation.</p> <p>Vehicles are to be repaired and serviced at times other than when vehicles are operationally required.</p>
Unit of Measure	$\frac{[(\text{Number of vehicles provided that meet this KPI Description and Definition} \times \text{Required days}) / (\text{Required number of vehicles} \times \text{Required days})] \times 100}{1} = \text{Performance Result (\%)} \text{ rounded up or down to the nearest one digit.}$
Target	Appropriate, functioning fleet vehicles are supplied 97% of the time.
Thresholds or Tolerance	<p><u>Green:</u> If the compliance percentage meets or exceeds the target (97% or above), averaged over the quarter, 100% of the applicable monetary incentive value will be provided to the contractor.</p> <p><u>Yellow:</u> If compliance percentage, averaged over the quarter, is within the following acceptable thresholds, the applicable percentage of the monetary incentive value will be provided to the Contractor(s):</p> <p>Compliance percentage thresholds:</p> <ul style="list-style-type: none"> 95% - 96.9% will result in 75% of the incentive value 93% - 94.9% will result in 50% of the incentive value 90% - 92.9% will result in 25% of the incentive value <p><u>Red:</u> If the compliance percentage is found to be less than the acceptable threshold (89.9% or below), an action plan for correction may be drafted and must be implemented, associated liquidated damages will be applied, and risk of contractor default, at Canada's discretion.</p>
Indicator Data Administrator	<p>The KPI score will be determined by the CBSA based on the availability of compliant vehicles (as per 12.1 Transport Specific Standards and Appendix 2 of the SoW) via daily checks by the CBSA.</p> <p>The KPI reporting document created by CBSA will also be completed by the contractor and submitted to the identified CBSA contact for verification.</p>
Data Collection & Reporting Frequency	Data will be collected monthly. Analysis will be completed on a monthly basis and reported quarterly.
Incentive Value or Liquidated Damages Value	2% of the assessed period's (quarter) invoiced total per applicable site(s). Incentives or liquidated damages will be applied on a quarterly basis.
Applicable sites	BCIHC, VIA, CEIOD, EIEOD, WIEOD, CIA, GTA IHC, Laval IHC.

Indicator: KPI 2 Resource Readiness (training, licensing, security clearances and uniforms)	
Description and Definition	<p>All resources have completed the required training and licensing as per Section 7 of the SOW, and as per the requirement for the resource's post (for example, RAIC, airside pass, driver's license, etc.).</p> <p>All certifications and provincial security licenses must be valid at all times. A copy of all valid certifications and licenses must be provided to the CBSA via a training and licensing registry.</p> <p>The below security clearances must be in place prior to the resource commencing work on the contract:</p> <ul style="list-style-type: none"> i. CBSA Enhanced Reliability ii. Contract Security Program (CSP) Reliability Status iii. Vulnerable Sector Check <p>The below training, as detailed in Annex A, must be completed prior to the resource commencing work on the contract:</p> <ul style="list-style-type: none"> i. First Aid and CPR Training with Automated External Defibrillator (AED) ii. Use of Force Training <p>The below CBSA-provided training must be completed prior to the resource commencing work on the contract:</p> <ul style="list-style-type: none"> i. CBSA post orders and standard operating procedures (POSOPs) ii. Orientation to the CBSA iii. Fundamentals of Immigration iv. Diversity and Race Relations v. Prevention of Suicide and Self Harm among Detainees vi. Policy Suite for the Handling of Toxic Substances vii. Managing Information at the CBSA and Access to Information and Privacy (ATIP) viii. Fingerprinting and Livescan ix. Incident Command System (ICS) <p>All resources must wear the required uniform, including soft body armour for transports, and must carry the required accoutrements, as per Section 8 of the SoW.</p>
Unit of Measure	<p>[(Number of resources with all required training, licensing, security clearances and uniform components on shift)/(total number of resources on shift)]*100 = Performance Result (%) rounded up or down to the nearest one digit.</p>
Target	<p>The resources must have up-to-date training, valid certifications and licenses, valid security clearances and the required uniform components at a 98% compliance rate.</p> <p>The training registry must be up to date with CBSA having the ability to access a copy of all valid certifications, security clearances and licenses at any given time, to demonstrate the compliance rate of 98%.</p>
Thresholds or Tolerance	<p><u>Green:</u> If the compliance percentage meets or exceeds the target (98% or above), averaged over the quarter, 100% of the applicable monetary incentive value will be provided to the Contractor(s), at the discretion of Canada.</p>

	<p><u>Yellow:</u> If compliance percentage, averaged over the quarter, is within the following acceptable thresholds, the applicable monetary incentive value will be provided to the Contractor(s):</p> <p>Compliance percentage thresholds:</p> <p>96% - 97.9% will result in 75% of the incentive value 94% - 95.9% will result in 50% of the incentive value 92% - 93.9% will result in 25% of the incentive value</p> <p><u>Red:</u> If the compliance percentage is found to be less than the acceptable threshold (91.9% or below), an action plan for correction may be drafted and must be implemented, associated liquidated damages will be applied, and, risk of contract default, at Canada's discretion.</p>
Indicator Data Administrator	The KPI score will be determined via a joint monthly audit performed by the CBSA and a Contractor representative (e.g., Shift supervisor or a more senior representative) for compliance with the following requirements as outlined in the SoW: uniforms and uniform components as per Section 8 of the SoW; proper documentation of required training course completion in resource files; proper documentation of required licensing on resource files (e.g., RAIC, airside, driver's, etc., as applicable to the specific audited position); and, proper documentation of required security licenses on resource files.
Data Collection & Reporting Frequency	Uniform data will be collected monthly via shift spot checks conducted at each site by the CBSA and a Contractor representative (e.g., Shift supervisor or a more senior representative). The resources on shift during the spot check, will have files reviewed for compliance with required licences and security clearances. Analysis and reporting will be completed on a monthly basis.
Incentive Value or Liquidated Damages Value	1% of the assessed period's (quarter) invoiced total per applicable site(s). Incentives or liquidated damages will be applied on a quarterly basis.
Applicable sites	BCIHC (including LISQ), VIA, CEIOD, EIEOD, WIEOD, CIA, GTA IHC (including SOR), PIA, Laval IHC (including satellite offices), PETIA

Indicator: KPI 3 Shift scheduling (shortfalls)	
Description and Definition	<p>Appropriate requirements related to post assignments are met (bilingual, required licensing, experience).</p> <p>Any immediate open shifts are filled with a properly trained, licensed, and security cleared on-call resource, as per Section 10.2 the SOW.</p>
Unit of Measure	$[(\# \text{ of open shift hours})/(\# \text{ of required hours})]*100 = \text{Performance Result (\%)}$, rounded up or down to the nearest one digit.
Target	Appropriate resources are provided at a 97% compliance rate.
Thresholds / Tolerance	<p><u>Green:</u> If the compliance percentage meets or exceeds the target (97% or above), averaged over the quarter, 100% of the applicable monetary incentive will be provided to the Contractor(s).</p> <p><u>Yellow:</u> If compliance percentage, averaged over the quarter, is within the following acceptable thresholds, the applicable monetary incentive value will be provided to the Contractor(s):</p> <p>Compliance percentage thresholds:</p> <ul style="list-style-type: none"> 95% - 96.9% will result in 75% of the incentive value 93% - 94.9% will result in 50% of the incentive value 90% - 92.9% will result in 25% of the incentive value <p><u>Red:</u> If the compliance percentage is found to be less than the acceptable threshold (89.9% or below), an action plan for correction may be drafted and must be implemented, associated liquidated damages will be applied, and, risk of contract default, at Canada's discretion.</p>
Indicator Data Administrator	The KPI score will be determined by the CBSA based on the availability of compliant resources (as per the SoW) via daily checks by the CBSA. The KPI reporting document created by CBSA will also be completed by the Contractor and submitted to the identified CBSA contact for verification.
Data Collection & Reporting Frequency	Data will be collected monthly. Analysis will be completed on a monthly basis and reported quarterly.
Incentive Value or Liquidated Damages Value	2% of assessed period (quarter) invoiced total per applicable site(s). Incentives or Liquidated Damages will be applied on a quarterly basis.
Applicable sites	BCIHC (including LISQ), VIA, CEIOD, EIEOD, WIEOD, CIA, GTA IHC (including SOR), PIA, Laval IHC (including satellite offices), PETIA

ANNEX "K"

TECHNICAL EVALUATION CRITERIA

The Phased Bid Compliance Process will apply only to all Mandatory Technical Criteria and will only apply to Point-Rated Technical Criteria identified by the superscript (PB). Point-Rated Technical Criteria 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.

1.1 Definitions

The following definition applies throughout the evaluation criteria:

"Guard services" is defined as ensuring the physical security of property, locations, buildings and people.

"Guard resource" is defined as an individual resource, whether an employee or a subcontractor, of the Contractor that is responsible for ensuring the physical security of property, locations, buildings and people.

Mandatory Technical Criteria – Bidder's Experience		
No.	Mandatory Criteria	Bid Preparation Instructions
M1.1 ^{PB}	The Bidder must possess a valid* guarding agency license to operate in the province(s) within the specified Operational Region (as defined in Appendix 1 of Annex A) for which they are bidding. *Valid is defined as being active, not expired, as of the Bid Closing date.	To demonstrate the required experience, the Bidder must submit the following information: 1. A copy of the valid guarding agency license to operate in the specified Operational Region's province(s).
M1.2 ^{PB}	The Bidder must have been providing Guard services for a minimum of five consecutive (5) years within the last ten (10) years, at the time of RFP closing.	To demonstrate the required experience, the Bidder must submit the following information: 1. The name of the client organization; 2. Period of the Guard services provided, including start and end dates (month and year, e.g. March 2014 to May 2015); and

		3. A brief description of the Guard services provided.
M1.3^{PB}	<p>The Bidder must have provided Guard services on a minimum of two (2) Contracts that operate on a 24/7 schedule, where they provided a minimum of 35 Guard resources per 24 hour period, on each Contract*, within the last five (5) years from the date of Bid Closing.</p> <p>*For the Contract to qualify the services must have been rendered for a minimum of one consecutive (1) year (365 days) at the date of Bid Closing.</p>	<p>To demonstrate the required experience, the Bidder must submit the following information:</p> <ol style="list-style-type: none">1. The name of the client organization;2. The number of Guard resources provided;3. Period of the Guard services provided, including start and end dates (month and year, e.g. March 2014 to May 2015);4. A brief description of the Guard services provided; and5. Contact information for reference check.

2.0 Point-Rated Technical Criteria

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

Bids which fail to obtain the required minimum points required for R4 through R11 will be declared non-responsive. Each point-rated technical criterion should be addressed separately.

Points will be allocated as outlined below and in the scoring grid in Table 1 below. The total points for each individual criteria (A) will be multiplied by the percentage (B) to produce the final technical score (C) as outlined below.

TABLE 1: SCORING GRID FOR POINT-RATED TECHNICAL CRITERIA				
CRITERIA	POINTS AVAILABLE (A)	MINIMUM POINTS REQUIRED	PERCENT OF TECHNICAL SCORE (B)	FINAL TECHNICAL SCORE (C) (C = AxB)
R1: Total number of Guard resources on a recent contract	/20	0	5%	
R2: Number of 24/7 Guard services contracts	/20	0	5%	
R3: Provincial Licensing	/10	0	2%	
R4 : Greening Initiatives	/5	0	2%	
R5 : Social Initiatives	/5	0	2%	
R6 : Accessibility Initiatives	/5	0	1%	
R7 : Care and Control Activities	/30	15	12%	
R8 : Performance and Quality Management	/34	17	5%	
R9 : Client Relations Management	/11	5	4%	
R10 : Security Resource Retention	/21	10	12%	
R11 : Pay Rates for select Occupational Categories	/20	10	50%	

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Overall Technical Score	/ 100
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TABLE 2: Point-Rated Technical Criteria – Bidder's Experience

No.	Description	Bid Preparation Instructions	Point Allocation	Points Available
R1	Total number of <i>Guard resources</i> required to be provided by the Bidder for any one (1) guard services contract in the last five (5) years.	<p>To demonstrate the required experience, the Bidder must submit the following information:</p> <ol style="list-style-type: none"> 1. The name of the client organization; 2. Period of the services provided, including start and end dates (month and year, e.g. March 2019 to May 2019); and 3. Total number of <i>Guard resources</i> provided for the contract. 	<p>0 to 35 Guard resources = 0 points</p> <p>36 to 50 Guard resources = 5 points</p> <p>51 to 75 Guard resources = 10 points</p> <p>76 to 100 Guard resources = 15 points</p> <p>101 or more Guard resources = 20 points</p> <p>Half points not will be allocated.</p>	/20
R2	<p>Total number of 24/7 Guard services contracts of at least 365 consecutive days per contract in the last five (5) years with a minimum of 36 resources* provided by the Bidder.</p> <p>*The contract must require at least 36 resources over a consecutive 24 hour period.</p>	<p>To demonstrate the required experience, the Bidder must submit the following information:</p> <ol style="list-style-type: none"> 1. The name of the client organization; 2. Period of the services provided, including start and end dates (month and year, e.g., March 2019 to May 2019); and 3. Total number of Guard resources required and supplied for each contract. 	<p>0 to 2 contracts = 0 points</p> <p>3 to 4 contracts = 5 points</p> <p>5 to 6 contracts = 10 points</p> <p>7 to 8 contracts = 15 points</p> <p>9 or more contracts = 20 points</p> <p>Half points not will be allocated.</p>	/20
R3	Bidders are asked to provide the number of Guard resources (up to a maximum of five [5]) that are currently licensed to provide security services in provinces neighboring the CBSA Operational Regions covered in	<p>To demonstrate the required experience, the Bidder must submit the following information:</p> <ol style="list-style-type: none"> 1. Name of the Guard resource(s); and 2. Proof of the Guard resource(s)'s provincial security guard license for the applicable province(s) and territory of the CBSA 	<p>2 points for each resource (up to maximum of ten [10] points) that have a licensing certificate in more than one applicable province or territory in accordance with the list provided in R3.</p> <p>Half points not will be allocated.</p>	/10

	<p>this RFP (identified below).</p> <p>CBSA Pacific Region's applicable provinces and territory are British Columbia, and one of the following: Alberta or Yukon.</p> <p>CBSA Ontario Region's applicable province is Ontario and Quebec.</p> <p>CBSA Quebec Region's applicable province is Quebec and Ontario.</p> <p>CBSA Prairie Region's applicable provinces are two of the following; Alberta, Manitoba, or Saskatchewan.</p>	Operational Region in the Bidder's response.		
R4	<p>Greening Initiatives:</p> <p>The Bidder should have greening initiatives (e.g., program, policy, audit, etc.) implemented within their organization's fleet vehicle management system. The Greening Initiative must demonstrate that one (1) of the greening issues listed below is considered</p> <p>(a) Various Green vehicle options (e.g., electrically powered, hybrid electrically powered, biodiesel fueled, any other alternatively fueled green vehicles, etc.);</p>	<p>To demonstrate, the Bidder must submit the following information:</p> <ol style="list-style-type: none"> 1. Name of greening initiative; 2. Proof of greening initiative (program, policy, or audit, etc.); and 3. Brief description of greening issue being addressed. 	<p>1 point for each example provided (maximum of five [5] points).</p> <p>Half points not will be allocated.</p>	/5

	<p>(b) GPS Vehicle routing and tracking; (c) Low resistance tires; (d) tire recycling; (e) idling reduction; (f) eco drive mode; (g) carbon monoxide emission reduction; and, (h) any other relevant examples.</p> <p><i>The Greening Initiatives indicated by the Contractor in their technical bid will be inserted and form part of section 16.1 of the Statement of Work, at the time of Contract award.</i></p>			
R5	<p>Social Initiatives:</p> <p>Describe examples the Bidder's organization uses to ensure targeted groups (i.e., visible minorities, women, Indigenous persons, youth, and veterans of the Canadian Armed Forces) are managed and encouraged through the use of Human Resource (HR) policies, training or skills development policies or program, employment, scholarships, etc.</p> <p><i>The Social Initiatives indicated by the Contractor in their technical bid will be inserted and form part of section 16.2 of the Statement of Work, at the time of Contract award.</i></p>	<p>To demonstrate the required GoC social initiatives, the Bidder must submit the following information:</p> <ol style="list-style-type: none"> 1. Name of social initiative, program, policy, action plan, report, etc.; and 2. Brief description of the initiative, program, policy, action plan or report. 	<p>1 point for each example provided (maximum of five [5] points).</p> <p>Half points not will be allocated.</p>	/5

R6	<p>Accessibility Initiatives:</p> <p>The bidder should demonstrate that they have the ability or practice to produce reports in accessible formats in compliance with the European Standard 301 549 for accessible Information and Communication Technology (ICT), clause 10 for non-web documents.</p> <p>OR</p> <p>The bidder provides specialized training to guards on how to supply services to individuals with varying disabilities such as;</p> <ul style="list-style-type: none"> (a) Mobility; (b) Communication; (c) Mental Health; (d) Visual; (e) Auditory; or (f) Memory. <p><i>The Accessibility Initiatives indicated by the Contractor in their technical bid will be inserted and form part of section 16.3 of the Statement of Work, at the time of Contract award.</i></p>	<p>To demonstrate the accessibility initiatives, the Bidder must submit a brief description and proof (e.g., program description, training synopsis, policy, or audit report, etc.) of each accessibility initiative being addressed</p>	<p>1 point will be provided for the ability to produce accessible reports.</p> <p>1 point will be provided for each example of a disability that is being addressed through specialized training (maximum of five [5] points).</p> <p>Half points not will be allocated.</p>	/5
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R7 – Care and Control Activities

Background

In the course of carrying out its authority, the CBSA aims to treat detained individuals with care, courtesy and respect.

The CBSA works diligently to achieve this environment by ensuring that its obligations, including providing for the safe and humane care and control of detainees, have been met while striving to deliver successful security supported by high levels of service.

One of the CBSA's most significant business priorities is to ensure that the guard services provided by their Contractors are delivered in a manner that is fully aligned with these core values and strategic imperatives.

Contractors should ensure their guards demonstrate a desire for satisfying CBSA's expectations by enhancing overall security performance and ensuring the high-level care and control of CBSA's detainees.

Description	Bid Preparation Instructions	Indicators for Assessment	Points Available
R7 : Describe and demonstrate how the bidder will implement the provision of the required care and control services of individuals, as described in section 1 of Annex "A" Statement of Work, by the use of specific resources, technologies, procedures, processes or practices.	The Bidder's response to this question must address, among other things, the Bidder's specific commitment(s) for: (a) performing its responsibilities in continuous compliance with the Post Orders and Standard Operating Procedures (POSOPs), including without limitation any related amendments, changes or revisions, and in constructive collaboration with the CBSA; (b) ensuring the resources attain understanding and implement any new requirements, processes, procedures and operations prescribed by the CBSA; (c) representing the CBSA professionally and competently; (d) analyzing non-conformity issues and improvement opportunities; (e) drafting risk mitigation, contingency, and emergency preparedness	Points will be allocated as below. When responding, please ensure responses are suitable, applicable, relevant and adequately support the CBSA's objectives, deliverables and performance of the services. In order for the point to be allocated, the requested strategies, procedures and plans must be clearly and fully demonstrated. Half points not will be allocated. POINT ALLOCATION: 1. Provide strategies that would promote continuous review of site-specific POSOPs by all resources and CBSA (1 point per strategy, max 3 points). 2. Provide procedures that verify Guard resources have reviewed any updates made to site-specific	/30 Bidder must achieve a minimum of 15 points.

	<p>plans for situations such as technology or equipment failure, natural disasters, fire, pandemics, labour disputes, security breaches or a heightened threat environment; and</p> <p>(f) any previous experience or examples in relation to the Bidder's commitment, ability or willingness to achieve high performance of care and control, transportation, and departure verification requirements.</p>	<p>POSOPs (1 point per procedure, max 3 points).</p> <p>3. Provide a plan to ensure Bidder's management performs spots checks of resource compliance with site-specific POSOPs (1 point).</p> <p>4. Provide procedures to promptly address Guard resource behaviours not in line with the required code of conduct (refer to section 9.1 Annex "A" Statement of Work) (1 point per procedure, max 3 points).</p> <p>5. Provide procedures to ensure Guard resources adhere to uniform standards (refer to section 8 Annex "A" Statement of Work) (1 point per procedure, max 3 points).</p> <p>6. Provide established procedures to ensure vehicles are operated in a professional manner (1 point per procedure, max 3 points).</p> <p>7. Provide a list of Bidder security processes and procedures (clearances, licenses, etc.) that ensure compliance with security requirements listed in part 7.3 Security Requirements (1 point per process/procedure, max 3 points).</p> <p>8. Provide strategies that will ensure the Guard resources receive and maintain all required training and re-certifications outlined in the Annex "A" Statement of Work (1 point per strategy, max 3 points).</p> <p>9. Provide strategies to ensure an adequate supply of on-call resources are available to the Bidder in case of emergency (1 point per strategy, max 3 points).</p>	
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		<p>10. Provide examples of any of the listed emergency plans in '(e)' (1 point per plan/emergency, max 3 points).</p> <p>11. Provide any other relevant examples (up to 2 points).</p>	
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R8 – Performance and Quality Management

Background

One way the CBSA achieves its goals is through greater emphasis on performance measurement. CBSA's vision for performance measurement is grounded in the belief that the best means for achieving operational excellence is by measuring how a Security Contractor is doing, focusing on what is done best, learning from it and fixing what can be done better. It is also a means by which the CBSA can assure the Government of Canada, and the public, that it is getting value for money and that, as an organization, the CBSA is aware of the risks in detention security, is confronting those risks, and is succeeding.

One of the CBSA's priorities is to ensure performance and quality management regularly occurs by relying on third-party Security Contractors to supplement CBSA's performance and quality management framework with additional programs, systems or guidelines that comprehensively define associated performance and quality processes, activities and tools in a manner that enables incremental and measurable improvement in performance.

In order to achieve consistent and high quality services, Security Contractors are expected to monitor the overall quality of their business operations as a whole. While employees at every level of the Security Contractor's organization should be involved and engaged as part of this comprehensive quality approach, executives and managerial level employees in particular should demonstrate leadership and a comprehensive focus on quality as it relates to security and client satisfaction.

By providing accurate, relevant and specific performance information related to the delivery of security and other services, the CBSA also expects Security Contractors to foster an organizational culture that promotes information sharing, empowers security resources and supports continuous improvement with lessons learned from successes and failures.

Description	Bid Preparation Instructions	Indicators for Assessment	Points Available
R8 : Demonstrate how the Bidder will achieve continuous performance improvement in service delivery, and ensure accurate and timely reporting in relation to the responsibilities as described in Annex "A" Statement of Work by the use of specific resources, technologies, procedures, processes or practices.	The Bidder's response to this question must address, among other things, the Bidder's specific commitment(s) for: (a) developing, implementing, and monitoring performance effectiveness and adjusting corrective actions as part of its comprehensive performance and quality management approach; (b) providing, in addition to the KPI data required by the CBSA, any performance and quality measurement data the Bidder will independently collect and analyze for continuous improvement; (c) identifying the roles and responsibilities of resources,	Points will be allocated as below. When responding, please ensure responses are suitable, applicable, relevant and adequately support the CBSA's objectives, deliverables and performance of the services. In order for the point to be allocated, the requested strategies or procedures or plans must be clearly and fully demonstrated. Half points not will be allocated. POINT ALLOCATION: 1. Provide procedures for monitoring, adjusting, and	/34 Bidder must achieve a minimum of 17 points.

	<p>in addition to the resources in Annex "A" Statement of Work, that would provide performance monitoring support (e.g. administrative, data integrity, recruitment, etc.);</p> <p>(d) evaluating the performance of required resources outlined in Annex "A" Statement of Work;</p> <p>(e) ensuring all Guard resource requirements are completed in a timely manner (training, licenses, security clearances);</p> <p>(f) ensuring all requested Bidder-provided materials (vehicles, uniforms, etc.) adhere to Annex "A" Statement of Work and are available throughout the Contract;</p> <p>(g) controlling and assessing the accuracy of any data provided to CBSA; and</p> <p>(h) any previous experience or examples in relation to the Bidder's commitment, ability or willingness to achieve continuous improvement in service delivery and accurate and timely reporting.</p>	<p>reporting of corrective actions that need to be taken in regard to resource or contract performance (1 point per procedure, max 3 points).</p> <p>2. Provide scope, applicability and frequency of what data will be measured (e.g., Bidder identifies what they will measure and why) (1 point per data type in addition to CBSA's required KPI data specified in Annex J, max 3 points).</p> <p>3. Provide a proposed performance and quality management strategy to monitor resource performance (e.g., how often the Bidder will monitor and adjust) (1 point).</p> <p>4. Provide a performance and quality management and assurance model that engages all resources and allows for their feedback and input (e.g., management meets with resources to discuss performance objectives) (1 point per concept, max 3 points).</p> <p>5. Provide detailed roles and responsibilities for resources in addition to those required in Annex "A" Statement of Work who provide performance monitoring support (1 point per resource, max 3 points).</p> <p>6. Provide an established methodology for monitoring, tracking and documenting performance of required resources outlined in Annex "A" Statement of Work (1 point per step, 3 points max).</p> <p>7. Provide an established methodology for monitoring, tracking and ensuring completion of all required training, security clearances, and licensing requirements (1 point per step, max 3 points).</p> <p>8. Provide a proactive plan for communicating quality and</p>	
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		<p>performance management information (1 point).</p> <p>9. Provide a quality assurance approach that includes clear processes and procedures for controlling and assessing the accuracy of any data and information provided to CBSA for the required KPIs (2 points per KPI, max 6 points).</p> <p>10. Provide IT systems that are used to collect, process, format and report performance results (e.g. through a Business Intelligence Program) including the dissemination of performance information (who has access to the data, how it is shared, etc.) (1 point per system, max 3 points).</p> <p>11. Provide examples of the Bidder's methodology that is used to ensure that invoicing is submitted correctly and in a timely manner (1 point per step, max 3 points).</p> <p>12. Provide any other relevant examples (up to 2 points).</p>	
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R9 – Client Relations Management

Background

CBSA's approach to its third-party service delivery model is founded on a clear division of responsibilities. Responding to changes in CBSA's business environment is one of the most significant undertakings for the Security Contractors.

The established framework will indicate a Security Contractor's degree of contribution to meeting CBSA's expected results, leading to improved client-contractor relationships. The CBSA strives to deal with changes affecting Security Contractors in a manner that focuses on shared responsibilities, accountability and continuous improvement at both the operational and executive level of the relationship.

By aligning with CBSA's strategic objectives, CBSA expects Security Contractors to apply a change management approach to support the successful implementation of various processes and technology improvements in order to lay the groundwork for the desired optimized operation.

Description	Bid Preparation Instructions	Indicators for Assessment	Points Available
R9 : Demonstrate how the Bidder will perform the responsibilities in relation to Client Relations Management as described in Annex "A" Statement of Work by use of specific resources, technologies, procedures, processes and practices.	The Bidder's response to this question should address, among other things, the Bidder's specific commitment(s) for: (a) informing CBSA immediately and proactively upon becoming aware of any issue that may adversely affect CBSA's interests; (b) implementing proactive or reactive adjustments or changes to any Services or Deliverables as the Security Bidder may identify and CBSA may approve; and (c) providing roles and responsibilities of the Bidder's organizational staff including the name and title of the proposed Contract representative for client relations management.	Points will be allocated as below. When responding, please ensure responses are suitable, applicable, relevant and adequately support the CBSA's objectives, deliverables and performance of the services. In order for the point to be allocated, the requested strategies or procedures or plans must be clearly and fully demonstrated. Half points not will be allocated. POINT ALLOCATION: 1. Provide complaint escalation processes or mechanisms that would be used to identify operational and resource issues (provide accountabilities, communications and response times, resolution expectations etc.) (1 point per process, 3 points max). 2. Provide the step by step methodology for ensuring potential operational	/11 Bidder must achieve a minimum of 5 points.

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		<p>efficiencies are forwarded to the CBSA for their consideration (1 point per step, max 3 points).</p> <p>3. Provide commitment to assist CBSA in joint process improvement initiatives, implementing proactive changes and adjustments to any of the Services and Deliverables as required by CBSA (1 point).</p> <p>4. Provide an organizational chart demonstrating positions of authority and who will be responsible at different levels to resolve or decide various issue (e.g., issue escalation levels) (1 point).</p> <p>5. Provide a client relations manager with extensive experience and qualifications, authority, experience and stability (1 point).</p> <p>6. Provide any other relevant examples (up to 2 points).</p>	
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R10 – Security Resource Retention

Background

CBSA is anticipating a variety of solutions from potential Security Contractors with superior management capabilities and business systems to supply a workforce that is engaged with its full attention and energy in the performance of security services within the specified Region. This is an opportunity for the CBSA to offer excellent and affordable security services to the Government of Canada that provide good value for money. It is also a chance for Security Contractors to benefit from longer-term contracts where they are well-positioned to invest time and resources in their systems and people.

One of the CBSA's priorities is guaranteeing – through a third-party service delivery model – that optimum and appropriate working conditions exist for achieving the outcome of highly motivated and engaged security resources with reduced overall attrition. The CBSA is seeking concrete plans for achieving this outcome in a manner that encourages performance through cooperation, rewards and constructive feedback rather than through coercion and the threat of punishment.

By mitigating the job entrenchment mindset, considering personal preferences in scheduling and recognizing performance, the CBSA expects Security Contractors to proportionately improve upon historical levels of absenteeism, attrition, morale, and engagement.

Description	Bid Preparation Instructions	Indicators for Assessment	Points Available
R10: Demonstrate how the Bidder proposes to ensure retention of competent security resources to perform the work requirements as described in Annex "A" Statement of Work, by the use of specific resources, technologies, procedures, processes and practices.	The Bidder's response to this question should address, among other things, the Bidder's specific commitment(s) for: (a) managing security resource retention; (b) planning for security resource succession and replacement due to the employment lifecycle, including without limitation: retirement, attrition, absenteeism, extended leave and other factors; (c) minimizing costs associated with low motivation and engagement levels of resources; (d) ensuring the Bidder is competitive in the security market in order to retain resources (for example, mentorship, benefits, hiring full-time employees vs casual, etc.); (e) motivating security resources to excel, including without limitation: rewarding strong performance; and	Points will be allocated as below. When responding, please ensure responses are suitable, applicable, relevant and adequately support the CBSA's objectives, deliverables and performance of the services. In order for the point to be allocated, the requested strategies or procedures or plans must be clearly and fully demonstrated. Half points not will be allocated. POINT ALLOCATION: 1 point allocated for each of the following: 1. Uses an HR system that identifies staffing gaps proactively. 2. Ensures appropriate supply of resources is available to fulfill shift coverage in case of absenteeism.	/21 Bidder must achieve a minimum of 10 points.

	(f) encouraging security resources to provide both formal and informal feedback and suggestions with respect to retention to the Security Bidder and CBSA on potential areas of improvement.	<p>3. Provides opportunities to increase engagement of resources (mentoring, etc.).</p> <p>4. 360-degree evaluations to ensure employee satisfaction.</p> <p>5. Promotes cross-training to ensure shift coverage and less burn-out.</p> <p>6. Regular wage increases or potential for promotion</p> <p>7. Employee benefits (e.g., sick leave, medical, dental).</p> <p>8. Employee discounts.</p> <p>9. Vacation accumulation.</p> <p>10. Free uniforms.</p> <p>11. Incentives/recognition for years of service (monetary, vacation, etc.).</p> <p>12. Appreciation awards.</p> <p>13. Mentorship programs.</p> <p>14. Education/tuition reimbursement.</p> <p>15. Regular performance feedback.</p> <p>16. Work/life balance (flexible shifts).</p> <p>17. Focus on employee safety.</p> <p>18. Incentives for referrals from current employees.</p> <p>19. Reimbursement for security clearance requirements (e.g., fingerprinting, etc.).</p> <p>20. Provide any other relevant examples (up to 2 points).</p>	
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R11 – Pay Rates for select Occupational Categories

Background

It is anticipated that better pay rates for resources will result in increased resource retention which keeps experienced and knowledgeable security resources on the resulting contracts. Therefore, the pay rates that the bidder will be providing to select resources will be evaluated.

The bidder certifies that the pay rates inputted in the “Minimum Pay Rate for Occupational Category” are the minimum pay rates that the bidder will pay these select resources. This is subject to verification by government audit, at the discretion of Canada, at any time within the contract period. If the audit demonstrates that the minimum pay rates are not applied, then the Contractor must rectify the situation within 60 days, or at the discretion of Canada, by way of increasing payments retroactively to these select resources, from the beginning of contract.

Points will be awarded based the pay rates that the bidder will pay their select resources and the pay ranges provided in the tables in Annex L – Scoring Grid. Please refer to the tables in Annex L – Scoring Grid for point allocation.

Description	Bid Preparation Instructions	Points Available
R11.1 through R11.4: Illustrate the pay rates that the bidder will pay their resources to ensure the retention of experienced and knowledgeable security resources to perform the work as described in Annex “A” Statement of Work.	Bidders must complete the “Minimum Pay Rate for Occupational Category” for Year 1 for each respective operational region for which they are bidding for, in the attached Annex B Basis of Payment spreadsheets.	/20 per Operational Region Bidder must achieve a minimum of 10 points per Operational Region.

ANNEX "L"

SCORING GUIDE

This scoring guide applies to the point-rated technical criteria R11, outlined in Annex "K" Technical Evaluation Criteria.

R 11.1 – Ontario Region

Site/Target Occupational Category	Weighting	20 Point Range	15 Point Range	10 Point Range	5 Point Range	No Score Range
GTA IHC - Shift Supervisor	2.5%	≥ \$27.20	\$27.19 to \$25.80	\$25.79 to \$24.40	\$24.39 to \$23.01	≤ \$23.00
GTA IHC - Guard	25%	≥ \$22.20	\$22.19 to \$20.08	\$22.07 to \$19.40	\$19.39 to \$18.01	≤ \$18.00
GTA IHC - Guard – Bilingual	4%	≥ \$23.90	\$23.89 to \$22.50	\$22.49 to \$21.10	\$21.09 to \$19.71	≤ \$19.70
GTA IHC - Guard – Transport	6%	≥ \$24.20	\$24.19 to \$22.80	\$22.79 to \$21.40	\$21.39 to \$20.01	≤ \$20.00
GTA IHC - Guard – Departure Verification	6%	≥ \$24.20	\$24.19 to \$22.80	\$22.79 to \$21.40	\$21.39 to \$20.01	≤ \$20.00
GTA IHC - Guard – Control	4%	≥ \$24.20	\$24.19 to \$22.80	\$22.79 to \$21.40	\$21.39 to \$20.01	≤ \$20.00
TPIA – Shift Supervisor	2.5%	≥ \$27.20	\$27.19 to \$25.80	\$25.79 to \$24.40	\$24.39 to \$23.01	≤ \$23.00
TPIA – Guard	25%	≥ \$22.20	\$22.19 to \$20.80	\$20.79 to \$19.40	\$19.39 to \$18.01	≤ \$18.00
SOR Office– Guard	25%	≥ \$22.40	\$22.39 to \$21.00	\$20.99 to \$19.60	\$19.59 to \$18.21	≤ \$18.20

R 11.2 – Pacific Region

Site/Target Occupational Category	Weighting	20 Point Range	15 Point Range	10 Point Range	5 Point Range	No Score Range
BC IHC - Shift Supervisor	3%	≥ \$25.67	\$25.66 to \$24.90	\$24.89 to \$24.13	\$24.12 to \$23.35	≤ \$23.34
BC IHC - Guard	20%	≥ \$21.33	\$21.32 to \$20.56	\$20.55 to \$19.79	\$19.78 to \$19.01	≤ \$19.00
BC IHC - Guard – Bilingual	1%	≥ \$22.67	\$22.66 to \$21.90	\$21.89 to \$21.13	\$21.12 to \$20.35	≤ \$20.34
BC IHC - Guard – Transport	11%	≥ \$23.33	\$23.32 to \$22.56	\$22.55 to \$21.79	\$21.78 to \$21.01	≤ \$21.00
BC IHC – Guard – Departure Verification	11%	≥ \$23.33	\$23.32 to \$22.56	\$22.55 to \$21.79	\$21.78 to \$21.01	≤ \$21.00
BC IHC - Guard – Control	11%	≥ \$23.33	\$23.32 to \$22.56	\$22.55 to \$21.79	\$21.78 to \$21.01	≤ \$21.00
LISQ – Guard	20%	≥ \$22.20	\$22.19 to \$21.43	\$21.42 to \$20.66	\$20.65 to \$19.88	≤ \$19.87
VIA – Shift Supervisor	3%	≥ \$26.80	\$26.79 to \$26.03	\$26.02 to \$25.26	\$25.25 to \$24.48	≤ \$24.47

VIA – Guard	20%	≥ \$22.00	\$21.99 to \$21.23	\$21.22 to \$20.46	\$20.45 to \$19.68	≤ \$19.67
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R 11.3 – Prairie Region

Site/Target Occupational Category	Weighting	20 Point Range	15 Point Range	10 Point Range	5 Point Range	No Score Range
CEIOD-Shift Supervisor	4%	≥ \$26.60	\$26.59 to \$25.54	\$25.53 to \$24.48	\$24.47 to \$23.41	≤ \$23.40
CEIOD-Transport Guard	22%	≥ \$22.20	\$22.19 to \$21.14	\$21.13 to \$20.08	\$20.07 to \$19.01	≤ \$19.00
EEIOD - Shift Supervisor	4%	≥ \$26.60	\$26.59 to \$25.54	\$25.53 to \$24.48	\$24.47 to \$23.41	≤ \$23.40
EEIOD - Transport Guard	22%	≥ \$22.20	\$22.19 to \$21.14	\$21.13 to \$20.08	\$20.07 to \$19.01	≤ \$19.00
WEIOD – Transport Guard	22%	≥ \$22.20	\$22.19 to \$21.14	\$21.13 to \$20.08	\$20.07 to \$19.01	≤ \$19.00
CIA – Shift Supervisor	4%	≥ \$26.60	\$26.59 to \$25.54	\$25.53 to \$24.48	\$24.47 to \$23.41	≤ \$23.40
CIA – Transport Guard	22%	≥ \$22.20	\$22.19 to \$21.14	\$21.13 to \$20.08	\$20.07 to \$19.01	≤ \$19.00

R 11.4 – Quebec Region

Site/Target Occupational Category	Weighting	20 Point Range	15 Point Range	10 Point Range	5 Point Range	No Score Range
Laval IHC - Shift Supervisor	2 %	≥ \$27.00	\$26.99 to \$25.67	\$25.66 to \$24.34	\$24.33 to \$23.00	≤ \$22.99
Laval IHC - Guard	20 %	≥ \$22.90	\$22.89 to \$21.57	\$21.56 to \$20.24	\$20.23 to \$18.90	≤ \$18.89
Laval IHC - Guard – Transport	12 %	≥ \$24.40	\$24.39 to \$23.07	\$23.06 to \$21.74	\$21.73 to \$20.40	≤ \$20.39
Laval IHC - Guard – Departure Verification	11 %	≥ \$24.40	\$24.39 to \$23.07	\$23.06 to \$21.74	\$21.73 to \$20.40	≤ \$20.39
Laval IHC - Guard – Control	11 %	≥ \$24.40	\$24.39 to \$23.07	\$23.06 to \$21.74	\$21.73 to \$20.40	≤ \$20.39
Montreal Satellite Office- Shift Supervisor	2 %	≥ \$27.00	\$26.99 to \$25.67	\$25.66 to \$24.34	\$24.33 to \$23.00	≤ \$22.99
Montreal Satellite Office - Guard	20 %	≥ \$22.90	\$22.89 to \$21.57	\$21.56 to \$20.24	\$20.23 to \$18.90	≤ \$18.89
PETIA – Shift Supervisor	2 %	≥ \$27.00	\$26.99 to \$25.67	\$25.66 to \$24.34	\$24.33 to \$23.00	≤ \$22.99
PETIA – Guard	20 %	≥ \$22.90	\$22.89 to \$21.57	\$21.56 to \$20.24	\$20.23 to \$18.90	≤ \$18.89

Annex A

Statement of Work (SOW)

BACKGROUND

CBSA's Detention Program

Canada's *Immigration and Refugee Protection Act* (IRPA) stipulates who is inadmissible to Canada, including, but not limited to: individuals who pose security threats (e.g., espionage, subversion, terrorism, threat to Canadians, etc.), human or international rights violators, and criminals (including individuals involved in organized crime). Under the IRPA, the Canadian Border Services Agency (CBSA) has the authority to arrest, detain and remove permanent residents and foreign nationals who are inadmissible to Canada.

The CBSA is Canada's sole immigration detention authority, and as such, is responsible for the care and control of immigration detainees. Detention 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 use the IRPA and its regulations, as well as by the CBSA's detention policies and procedures as guides. CBSA assesses every case on its own merits, and officers always consider the impact releasing someone into the community would have on the safety of Canadians, or the integrity of the immigration process.

Detention can occur when:

- a) A CBSA officer has reasonable grounds to believe that the individual 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 individual 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>.

CBSA's 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 Port of Entry (POE), or an Inland Enforcement Officer (IEO) if the individual has already 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 (e.g., BSO, IEO, etc.) 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 (e.g., passport, etc.) is available. Travel arrangements are made and can range from driving an individual to the Canada-United States border to chartering a plane when an individual cannot be removed via commercial airliner. 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 resources contracted by the CBSA who perform the function of departure confirmation. A departure is confirmed once (1) the individual has boarded the plane, and the official ensures the departure is effected successfully or (2) once the individual has entered the US through a land border. In both instances, the departure is acknowledged officially on the Confirmation of Departure (COD) form by the Contractor resource, signed and dated, and submitted to a CBSA officer for processing.

CBSA Immigration Detained and Non-detained Individuals

The CBSA categorizes individuals as detained or non-detained. The Contractor must liaise with individuals that fall under both the detained and non-detained category, depending on the task the Contractor is performing.

Non-detained Individuals

A non-detained individual is a person who is released from CBSA custody, who may be required to report back to the CBSA at a future date for their subsequent removal (where legislatively warranted).

Detained Individuals

When the CBSA detains an individual, a CBSA officer performs a comprehensive risk assessment of the individual subject to detention in order to determine the placement of the individual to an Immigration Holding Center (IHC) or a provincial correctional facility, as appropriate. The CBSA may detain individuals assessed to be a public safety risk or with significant behavioural or medical issues in a more secure facility, such as a provincial correctional facility. The CBSA has the authority to determine the placement of individuals throughout the detention process.

Immigration detainees under the IRPA are comprised of five (5) distinct groups;

- a) Male Adults;
- b) Female Adults;
- c) Families - 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 – defined as a male or female dependent minor-aged child not accompanied by either a parent or guardian; and,
- e) Other –defined as an individuals classified as a vulnerable population (a person for whom detention may cause a particular hardship. This includes but is not limited to: pregnant women and nursing mothers; minors [under 18 years of age]; persons suffering from a medical condition or disability; persons suffering from restricted mobility which cannot be satisfactorily managed within a detention facility; persons with suspected or diagnosed mental illness; victims of human trafficking). CBSA will make special considerations for placement of these individuals in CBSA facilities on a case-by-case basis, as necessary.

The CBSA classifies all individuals detained at CBSA facilities according to varying risk profiles. Risk level and placement within facilities are in accordance with CBSA Post Orders and Standard Operating Procedures (POSOPs).

1.0 General

1. The Contractor's collective agreements must not contradict the contents of this Statement of Work (SOW).
2. This SOW contains site specific differences. For regional and site-specific information refer to Appendix 1 'Resource Requirement'.
3. The Contractor must supply a fleet of vehicles to meet the transport of detainee requirements of this SOW . See more information at Appendix 2 'Vehicle Fleet Requirements'.
4. To satisfy the requirements of this SOW, the Contractor may need to provide additional resources above and beyond the regular complement using on-call resources. See more information at Section 9.2 'Task Authorizations for As-and-When Requested Requirements (On-Call Resources)'.
5. All Contractor resources must be fully trained and certified as required in all aspects of the operations, and meet all training requirements.
6. The Contractor must meet the various language requirements for its resources stipulated in this SOW.

1.1 Care and Control of Individuals

1. The Contractor must:
 - a. Maintain custody and control of all detained individuals at all times and keep individuals safe and secure through regular observation, monitoring, engagement and intervention, when and where necessary following all POSOPs and using appropriate language. The needs of detained individuals are to be determined through the regular monitoring, observation of, and communication throughout the day;
 - b. Provide the required resources at any site where individuals are detained, such as at the IHC, airports, CBSA satellite offices, medical facilities and hospitals, other IRB sites or any location as determined by the CBSA;
 - c. Admit and discharge detained individuals from the IHC or other facility as requested by the CBSA. POSOPs detail specific admission and discharge procedures and protocols. The CBSA may, from time to time, amend the POSOPs to meet operational and program needs. Functions related to the admittance and discharge of a detained individual while ensuring their safety and security could include, but are not limited to:
 - i. Using CBSA equipment to photograph all individuals admitted by the CBSA and fingerprint individuals when the need is identified by the CBSA;
 - ii. Search and log the contents of individuals' luggage and personal effects, including money, and store these items in a secure manner when the need is identified by the CBSA, and as per the POSOPs;
 - iii. Using CBSA equipment, decontaminate individuals' luggage and personal effects if deemed necessary upon admittance to the IHC;
 - iv. Using CBSA equipment, complete required IHC or other intake assessment forms, and save data as per the POSOPs;

- v. Inputting information electronically into the system of record, as required by the CBSA and as per the POSOPs; and,
 - vi. Immediately providing all found supplements and medication or both to medical services;
- d. Verbally advise a CBSA employee of any of the needs of a detained or non-detained individual identified below and follow 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 that are required;
 - iv. Questions in regard to individual immigration file status;
 - v. Needs of minors; and,
 - vi. Any safety and security issues;
- e. Upon request by the CBSA and according to POSOPs, deliver CBSA-provided meals to detained individuals wherever they may be located. If off-site, the Contractor must deliver meals 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, the Contractor must also log food and liquid intake of identified individuals;
- f. Upon request by the CBSA, pick up any supplies necessary for a detained, such as but not limited to: 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. The Contractor must search, log and handle all supplies, or personal property and effects according to POSOPs;
- g. When identified by the CBSA, transport detained individuals using its Contractor-provided fleet to and from the IHC, Provincial or Federal detention facilities, or to and from other locations, as deemed necessary by the CBSA, and as per the POSOPs;
- h. Upon request by the CBSA, escort detained individuals to and from interview rooms within facilities;
- i. Accurately complete reports as specified in POSOPs, and ensure reports are input and stored in the required CBSA database, records, files or systems as requested by the CBSA;

Note:

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

- j. For Contractor resources working at an airport location, upon request by the CBSA, escort individuals within airports, including, but not limited to:
 - i. Meeting detained and non-detained individuals at in-bound domestic flights and escorting them to their outbound flight ('meet & greet');
 - ii. Escorting individuals who have voluntarily withdrawn their application to enter Canada to their outbound flight and confirming their departure;
 - iii. Transporting individuals between terminals, when required;
 - iv. Escorting detained individuals to airline counters for check-in;
 - v. Escorting detained individuals to the customs secondary area, for baggage examination;
 - vi. Retrieving incoming calls on the video reception phone and properly advising the CBSA on-duty Superintendent or a BSO of the details of such calls, as required;
 - vii. Completing the COD package preparation for non-detained individuals who report, including making photocopies of the boarding pass and having the individual sign their COD; and,
 - viii. Booking flights and checking-in detained individuals inadmissible to Canada.

1.2 Monitoring of CBSA Facilities

The Contractor must:

- a. Monitor interior and exterior surveillance cameras at facilities on a continuous basis, and initiate appropriate response measures as required and as per the POSOPs (i.e. direct response or calling 911, notification of equipment malfunction, etc.).

Note:

Images recorded from the Closed Circuit Television (CCTV) system remain the property of the CBSA and must remain under the control of the CBSA; and,

- b. Ensure that individuals and Contractor resources adhere to all rules and protocols of the IHC or other location as specified within the POSOPs, including those related to safety and security (e.g., emergency response plan, etc.). 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.

1.3 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 specified region, and less frequently to other provinces and territories in Canada.
- 2. Transportation will include transfer to and from provincial or federal correctional facilities, CBSA offices, medical facilities and hospitals, embassies or consulates, police stations or detachments, POEs (including airports, land border ports, water ports), IRB sites, or other destinations as required.
- 3. The CBSA may, at its discretion, assign CBSA officers to accompany Contractor resources for transportation of some detained individuals. The CBSA reserves the right to direct how the

Contractor will transport individuals. In cases where the CBSA chooses to transport an individual, they will do so using CBSA fleet.

4. The Contractor must, using the Contractor provided fleet:
 - a. Provide required vehicles to transport individuals of all ages and physical limitations, baggage and personal effects. The Contractor must make arrangements for wheel chair transportation of individuals, if required. This transportation may require the use of infant car seats and the transportation of accompanying minors. See vehicle specifications and requirements set out in Section 12.0 and Appendices 1 and 2;
 - b. Transport individuals to other provinces and territories in Canada;
 - c. Ensure that female, male, vulnerable individuals, as well as those who may not be gender or sexually conforming are separated physically and visually at all times while in the vehicle (with the exception that family members may be co-mingled with their own family members). See Section 12.0, 'Vehicle Fleet Requirement' and Appendix 2. The POSOPs outline gender requirements for transported individuals. Depending upon the CBSA's risk assessment of the individual's behavior, criminal profile and past history, CBSA may adjust the minimum requirement and additional Contractor resources may be required. CBSA will develop risk assessment and ratios in consultation with the Contractor and communicate the risk assessments and ratios on a case-by-case basis. Transport may occur on statutory holidays or at other times as deemed required by the CBSA;
 - d. Provide two (2) transport guards, one (1) of whom will be the driver and one (1) of whom will monitor vehicle occupants, when transporting a detained individual;
 - e. Ensure that sufficient Contractor resources are available to provide on-site backup, and meet the qualifications required to replace resources who leave the facility for transports. Contractor resources performing transportation work are part of the overall security complement the Contractor must provide under the Contract;
 - f. Maintain records in accordance with the POSOPs, which include but are not limited to transportation logs, gas receipts, vehicle maintenance logs, etc.; and,
 - g. Provide individuals' meals prior to commencing transports that will run through meal times. In addition, the Contractor may need to arrange emergency meals for detained individuals from time to time. The CBSA will reimburse the Contractor for this cost upon submission of the receipt, as per Section B.X.Y.8 Other Direct Expenses of Annex B – Basis of Payment.

1.4 Departure Verification

1. The Contractor must provide COD. Under this Contract, CBSA grants the Contractor's resources, the delegated authority to confirm an individual's departure from Canada when Canada issues a removal order against an individual under the IRPA. This applies to individuals in CBSA's custody and those who are not detained and who report for removal.
2. The Contractor must:
 - a. Unless otherwise identified by the CBSA, provide two (2) 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. The Contractor's transportation crews must consist of a male and a female resource when at least one detained individual is female. The Contractor should staff transportation crews so as to maximize the utilization of both genders in the transportation crew;

- 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, 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 and accompanying of the individual in a CBSA POE cell or waiting area will be required;
 - d. Proceed, where a COD takes place at an airport to the luggage registration at the airline counter, or, through baggage check-in, airport security screening, and US Customs and Border Protection preclearance or both, up to the aircraft to verify the individual's departure from Canada;
 - e. Proceed, where a COD is required at a land border crossing, to the point of entry to the US to verify the detained individual's entrance into the US;
 - f. Track and log the transfer of money and valuables on the appropriate tracking and log sheet and performed as per the POSOPs, including obtaining signatures on the appropriate forms;
 - g. Complete the prescribed COD form, as per the POSOPs, upon departure of the detained individual from Canada. The Contractor must verify the departure once the detained 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, the detained individual has been legally admitted to the US or care has been transferred to United States Customs and Border Protection;
 - h. Notify, upon departure, the CBSA as per the POSOPs, and ensure that all forms and databases or both are completed and provided to the CBSA upon return to the IHC or other CBSA location, as per the POSOPs;
 - i. Notify the CBSA of a cancelled or aborted departure and complete all necessary documentation within prescribed timelines, as per the POSOPs. In the event of a cancelled or aborted departure, the Contractor must return the detained individuals to CBSA custody at the IHC or other relevant facility as directed by the CBSA;
 - j. Manage Contractor resources to meet the volumes of CODs. COD work volumes can fluctuate with multiple departures taking place within close proximity of each other. The Contractor must cover these demands without compromising the delivery of services for regular operations. This may involve prioritization, reallocation of usage of additional Contractor resources, which CBSA must approve; and,
 - k. Provide on-call Contractor resources for on-site backup within four (4) hours' notice. The Contractor must obtain CBSA's prior approval for any overtime.
3. For COD of a non-detained individual, the Contractor must provide one (1) Contractor resource to meet a non-detained individual at an airport or other designated location, and verify departure as stated above.

1.5 Administrative Tasks

1. In addition to other requirements, the Contractor must ensure that the following administrative tasks are completed, however, they do not form part of the daily functions of Contractor resources in this Contract and will not be paid for by the CBSA:
 - a. Invoicing;

- b. Organizing, tracking, and arranging training for all Contractor resources;
- c. Scheduling of Contractor resources;
- d. Updating the list of new and replacement Contractor 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 bi-weekly to the CBSA, an extract of the Contractor resource sign-in log which shows a list of hours worked;
- f. Keeping accurate and up-to-date physical records for all Contractor resources (experience, skills, training courses taken or still required, certifications, drivers' licenses, any required airport [e.g., Restricted Area Identity Card (RAIC), air-side driver permit, etc.] and IHC passes, copies of security licenses), and providing all records to the CBSA. The Contractor must return all Canada issued identification and CBSA assets to the appropriate agency during any extended leave or upon removal of a resource from the Contract;
- g. Completing contract monitoring and performance reports (including but not limited to monitoring the repair and replacement of equipment such as radios and fleet, providing required Key Performance Indicator [KPI] data, etc.); and,
- h. Any other administrative duties relating to the service of this Contract.

2.0 Requirement for all Contractor Resources

1. The following Section applies to all Contractor Resource categories (Section 3.0 'Operational Manager', Section 4.0 'Assistant Operational Manager', Section 5.0 'Shift Supervisor', and Section 6.0 'Guard'). The Contractor must provide proof of completion to the CBSA for each Contractor resource for items 2-10, below.
2. All Contractor resources must hold a valid provincial Security Guard license in accordance with the applicable provincial *Security Services Act* at the time of in-service, and throughout the Contract term.
3. All Contractor resources must have successfully completed training in standard Level 1 First Aid including cardiopulmonary resuscitation (CPR) and the use of the automated external defibrillator (AED). This training must remain valid for all resources for the period of this Contract.
4. All Contractor resources must have undergone formal training related to the outlined use of force model (see Section 7.0, 'Training and Licensing Requirements for All Contractor Resources') and related techniques prior to commencing work on this Contract. All Contractor resources must recertify this use of force training every two (2) years, and the Contractor must include the recertification in the resource's file.
5. Identified Contractor resources used for transport duties must be in possession of a valid provincial driver's license enabling them to drive the Contractor-provided fleet vehicles (see Appendix 1).
6. Identified Contractor resources requiring access to sensitive work site(s) must each obtain, maintain, and update as required an appropriate RAIC, granted or approved by Transport Canada (see Appendix 1).
7. Identified Contractor resources (minimum of two [2] resources on each shift) at the Laval IHC must each obtain, maintain, and update as required an air side pass, granted or approved by Aéroports de Montréal (see Appendix 1.4).
8. All Contractor resources must be Canadian citizens or permanent residents.
9. All Contractor resources must, at a minimum, demonstrate successful completion of at least secondary school education in Canada or a Canadian equivalent (e.g., General Education Development, etc.).
10. All Contractor resources must have and maintain a valid N95 Mask Respirator fit test certification, in accordance with the national standard (CSA Standards Z94.4). The current standard is for completing testing once every two (2) years.
11. 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 must, at a minimum, meet the standards outlined in Clauses 4.1 through 4.2.6 of CAN/CGSB-133.1-2017 National Standard of Canada for Security Guards and Security Guard Supervisors. Upon request from the CBSA, and before the resource resumes work, 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 Contractor resource's performance of duties.
12. All Contractor resources must meet the following language requirements in English. For the Quebec Region, resources must meet the following language requirements in both English and French (see Appendix 1.4). The CBSA reserves the right to request language testing, at the

Contractor's expense, for resources who do not clearly demonstrate any of the following language requirements:

i. Oral Interaction

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 some mistakes in minor grammar, pronunciation, fluency and vocabulary;

ii. Written Comprehension

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; and,

iii. Written Expression

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.

13. All Contractor resources must have a basic knowledge and proficiency in computer principles, hardware and software including, but not limited to: Microsoft Word, Outlook and Excel.
14. Refer to Section 7.0 'Training and Licensing Requirements for All Contractor Resources' for further information.

3.0 Guards

3.1 Guard Tasks

1. The Contractor must:
 - a. Provide guards at the IHC 24 hours per day, seven (7) days a week, as per schedule at Appendix 1 'Resource Requirement';
 - b. Provide guards at satellite locations and airports, as per schedule at Appendix 1 'Resource Requirement', or as agreed to by the CBSA. All airport resources must be physically able to walk long distances throughout the entire airport over the course of a shift;
2. The Contractor's resources' tasks include but are not limited to:
 - a. The safe and secure control and custody of individuals in all of the work sites and at other locations (e.g., 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 the resources' assigned work location, including 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 the POSOPs;
 - h. Conducting intake (logging and itemization of personal effects) and decontamination of individuals' belongings, as required by the CBSA;
 - i. Communicating using radios supplied by the Contractor that comply with all provincial and federal regulations, CBSA standards and using equipment properly (e.g., ear-piece) and radio code-language as per the POSOPs. Refer to Section 11 "Material and Equipment Requirement" for full details;
 - 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;
 - l. Using and applying restraining devices and equipment supplied by the Contractor, as per the POSOPs. Refer to Section 11 "Material and Equipment Requirement" for full details;

- m. Using CBSA metal detectors and x-ray technology, as per the POSOPs. CBSA will provide training for Contractor's resources on the proper use of this equipment;
- n. Monitoring individuals' behavior through active engagement and using verbal de-escalation techniques, as required;
- o. Immediately reporting verbally, and subsequently in writing to the CBSA as per the POSOPs, any critical incidents such as escapes, emergencies, security breaches, use of force incidents, breakage of or damage to CBSA property or equipment, or any other incident involving individuals on the premises;
- p. Completing an incident report and sending it to the Shift Supervisor and the CBSA before the end of the shift in which the incident occurred, if required;
- q. Informing the Shift Supervisor of any concerns or complaints brought forward by individuals, and documenting as per the POSOPs;
- r. Administering First-Aid and CPR to individuals as required, including the use of CBSA-provided AEDs, and ensuring the CBSA is informed if AEDs are used, as per the POSOPs;
- s. Maintaining CBSA premises by ensuring any facility as well as the entire outer perimeter is safe and secure (i.e., free of debris), and reporting otherwise verbally and in writing to the CBSA;
- t. Ensuring that medication found in an individual's personal belongings is given to medical services; reported to the Shift Supervisor; and noted on the individual's file as per the POSOPs;
- u. Ensuring any illegal items or substances are removed from an individual's personal belongings upon admission at Admission & Discharge (A&D) and within the living unit as per the POSOPs;
- v. Ensuring individuals' belongings are securely stored in the correct location as per the POSOPs;
- w. Admitting visitors to the IHC as per the POSOPs;
- x. Verbally informing visitors of the specific rules and policies of the IHC;
- y. Keeping up-to-date records and inventories as per the POSOPs;
- z. Handling all incoming and outgoing mail, packages, etc. as per the POSOPs;
- aa. For Contractor resources working at an airport location, upon request by the CBSA, escort individuals within airports, including, but not limited to:
 - i. Meeting detained and non-detained individuals at in-bound domestic flights and escort them to their outbound flight ('meet & greet');
 - ii. Escorting individuals who have voluntarily withdrawn their application to enter Canada to their outbound flight and confirm departure;
 - iii. Transporting individuals between terminals, when required;
 - iv. Escorting individuals to airline counters for check-in;

- v. Escorting individuals to the customs secondary area, for baggage examination;
- vi. Retrieving incoming calls on the video reception phone and properly advise the CBSA on-duty Superintendent or a BSO of the details thereof, as required;
- vii. Completing the COD package for non-detained individuals, including making a copy of the individual's boarding pass and having them sign their COD;
- viii. Booking flights and checking in individuals who have been deemed inadmissible to Canada; and,

bb. Any other duties relating to the services of this requirement as specified in the POSOPs.

3.2 Transport Guard Tasks

1. Contractor resources performing transport must possess a RAIC.
2. Contractor resources performing transport must possess a driver's license enabling them to drive the Contractor provided fleet vehicles.
3. In addition to the tasks for guards specified in Section 3.1, the Contractor's transport guards' tasks include, but are not limited to:
 - a. Conducting a vehicle inspection and verifying the mechanical condition of Contractor provided fleet vehicles, if required, by carrying out pre- and post-trip verifications, as per POSOPs and provincial transport requirements;
 - b. Completing a vehicle inspection checklist on the condition of Contractor provided fleet vehicles and identify any deficiencies, as per the POSOPs;
 - c. Carrying out a pre- and post-trip search of the Contractor provided fleet 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. Completing a post-trip cleaning and sanitization, using Contractor supplied disinfectant, of Contractor provided fleet vehicles;
 - e. Searching individuals and their luggage as per the POSOPs;
 - f. Logging individuals' valuables before taking charge of them as per the POSOPs;
 - g. Transporting individuals, luggage, and personal effects, as per the POSOPs;
 - h. Ensuring the control and safe custody of individuals during their transport (e.g., secure locking of the vehicle cage, compliance with the provincial highway safety codes, etc.);
 - i. Ensuring adherence to child vehicle safety procedures and laws (including the use of properly installed child or infant car seats or booster seats);
 - j. Escorting individuals between the vehicle and end destination;
 - k. Picking up or dropping off individuals at any designated locations;

- l. Escorting individuals and their luggage through the airport until their arrival at the IHC or other end location as required;
- m. Escorting individuals coming from or going to various Provincial and Federal facilities, police stations, courthouses, airports, IRB offices, hospitals, consular offices or embassies to their end destination;
- n. Confirming departure of individuals as a part of departure verification procedures and as per the POSOPs;
- o. Completing paperwork as required and submitting to the Shift Supervisor and CBSA, as per the POSOPs;
- p. Ensuring the transfer of individuals' property (e.g., money or valuables or both, medication, etc.) that are under the control of CBSA, back to the individual and ensuring any related transaction sheets as per the POSOPs;
- q. Informing the satellite offices of the arrival of individuals in CBSA's custody, as required;
- r. Completing and submitting to the Shift Supervisor, incident reports of accidents or damage to the vehicle before the end of each shift; and,
- s. Any other duties relating to the services of this requirement as specified in the POSOPs.

3.3 Departure Verification Guard Tasks

- 1. Contractor resources performing departure verification must possess a RAIC.
- 2. In addition to the tasks for guards specified in Section 3.1, tasks for the Contractor's 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;
 - b. Accompanying an individual, along with their luggage and personal effects, until their departure. In some instances placement of the individual in a CBSA POE cell or waiting area will be required before their departure;
 - c. At an airport, proceeding to the luggage registration at the airline counter, or, through baggage check-in, airport security screening, or US Customs and Border Protection 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. Listing the transfer of money and valuables on the appropriate tracking and log sheet and that the listing is performed as per the POSOPs, including seeking signatures on the appropriate forms;
 - f. Completing the prescribed COD form, as per the POSOPs, upon departure of the individual from Canada. 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 US Customs and Border Protection officials;

- g. Upon departure, notifying the CBSA, and ensuring that all forms or databases or both are completed or updated, and provided to the CBSA upon return to the IHC or other CBSA location, as per the POSOPs;
- h. Notify the CBSA of a cancelled or aborted departure and complete all necessary documentation within prescribed timelines, as per the POSOPs. In the event of a cancelled or aborted departure, the Contractor must return the individuals to CBSA custody at the IHC or other relevant facility as directed by the CBSA; and,
- i. Any other duties relating to the services of this requirement as specified in the POSOPs.

3.4 Control Guard Tasks

1. Provide Control Guards, as per schedule in Appendix 1.
2. In addition to the tasks for guards above, 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 numbers of 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, if required, and 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, if required;
 - m) Intercepting contraband entering and leaving the facility;
 - n) Accurately maintaining the Detainee Movement Log, if required.

4.0 Shift Supervisor

4.1 Tasks

The Contractor must:

1. Provide Shift Supervisor(s) at the IHC to cover 24 hours per day, seven (7) days a week, ensuring supervision overlap so as to ensure continuity in management coverage, as per Appendix 1 'Resource Requirement'.
2. Provide Shift Supervisors at the airport and other locations on shifts as per Appendix 1 'Resource Requirement'. All airport Shift Supervisors must be physically able to walk long distances throughout the entire airport over the course of a shift.
3. Ensure the Shift Supervisors conduct the following tasks including, but not limited to:
 - a. Assigning guards to their required assignment or post;
 - b. Supervising all guards on duty, whether they are providing for the care and control of individuals at the IHC, day cells, airport, or other satellite offices, conducting transports, verifying departure, or any contracted services;
 - c. Completing and forwarding any required incident reports, including analysis and recommended actions to be taken, to the CBSA before the shift is finished, as per the POSOPs;
 - d. Complying with, and ensuring all Contractor resources comply with POSOPs, policies and procedures;
 - e. Receiving a shift briefing, and ensuring all guards are up-to-date with any new issues or situations by debriefing them and handing out procedures or instructions 15 minutes before the start of each shift;
 - f. Accurately completing and processing all forms, reports and paperwork required according to the POSOPs;
 - g. Dispatching radio communications for Contractor provided fleet vehicles;
 - h. Ensuring that both the initial and ongoing on-site training of Contractor resources is completed and remains up-to-date in accordance with required training in Section 7.0, 'Training and Licensing Requirements for All Contractor Resources';
 - i. Identifying, in writing, Contractor resource performance deficiencies and possible training gaps to the Assistant Operational Manager and Operational Manager, if applicable, according to the POSOPs;
 - j. Ensuring that all Contractor resources understand and follow the fire and evacuation plan, and that all safety measures are implemented (e.g., alarm panels, fire alarms, emergency doors, cameras, etc.);
 - k. Providing support, assistance, and ongoing training to all Contractor resources;
 - l. Providing continual reviews of the POSOPs with Contractor resources;

- m. Conducting required supervisory visits to posts within the IHC, as appropriate and as per the POSOPs;
- n. Coordinating Contractor resource breaks and meal times;
- o. Coordinating individual movement both inside and outside of the IHC or other CBSA locations in consultation with CBSA;
- p. Providing issue resolution for guard resources;
- q. Forwarding any complaints, requests, or concerns brought forward by guards, to the CBSA as per the POSOPs;
- r. Managing and reporting emergency situations, as per the POSOPs, until further direction and guidance is provided by the CBSA;
- s. Performing regular, as well as CBSA-requested, quality control checks of transport and departure verification resources to ensure they are adhering to POSOPs, and correcting any found deficiencies;
- t. Communicating with the CBSA, the Assistant Operational Manager (see Section 4.0) and the Operational Manager (see Section 3.0), about any significant incidents or events or accidents, and suggesting reforms to current processes, where appropriate;
- u. Immediately performing and applying corrective action when there is an obvious performance issue with a Contractor resource;
- v. Ensuring all required equipment is in good working condition, including all Contractor-provided fleet vehicles, and any deviations must be reported to the CBSA, according to the POSOPs, refer to Section 11 – Material and Equipment Requirements;
- w. Keeping an up-to-date inventory of First-Aid kits and contents in Contractor provided fleet vehicles;
- x. Submitting, to the Operational Manager, copies of incident reports that are provided by Contractor resources reporting any incidents of accidents or damage to the Contractor provided fleet vehicles, according to the POSOPs;
- y. Coordinating individual placement in the IHC or other CBSA satellite locations, according to CBSA's risk classification determination or direction or both; and,
- z. Any other duties relating to the services of this Contract.

4.2 Required Shift Supervisor Experience

1. Shift Supervisors must have:

(a) a minimum of one (1) year experience in the direct supervision of at least 10 employees; and, 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

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

5.0 Assistant Operational Manager

The Assistant Operational Manager will be required to participate in the transition period at the beginning of the Contract period, as per Section 4.3 of the Contract.

5.1 Tasks

The Contractor must:

1. Provide an Assistant Operational Manager, as specified in Appendix 1, that will serve as the alternate to the Operational Manager for day-to-day point of contact for the CBSA, as well as the main point of contact for Shift Supervisors, as per Appendix 1.
2. Ensure that the Assistant Operational Manager is flexible with their hours of work in order to respond to operational requirements (including but not limited to late detentions, hearings, ongoing facility issues, etc.).
3. Ensure the Assistant Operational Manager rotates shifts to become familiar with the specifics of each shift and to ensure proper protocols and oversight are in place (i.e., one [1] week on day shift, one [1] week on evening or night shift, and one [1] week on weekend shift, or as agreed upon with the CBSA and depending on operational needs). The Assistant Operational Manager is not required to attend sites on statutory holidays, unless requested by the CBSA.
4. Ensure the Operational Manager and the Assistant Operational Manager 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 Manager conducts the following tasks, including but not limited to:
 - a. Providing management support for the Operational Manager and mentoring Shift Supervisors;
 - b. Ensuring scheduling and invoicing accuracy and working with CBSA to resolve any discrepancies;
 - c. Promptly addressing any scheduling discrepancies;
 - d. Assisting in ensuring that all Contractor resources submitted as a part of the complement meet the requirements;
 - 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. Providing Contractor resource orientation;
 - g. Identifying and auditing Contractor resource training gaps;
 - h. Ensuring Shift Supervisors and guards comply with all POSOPs;
 - i. Conducting supervisory visits to all IHC posts on a daily basis;

- j. Conducting supervisory visits , as part of regular duties or at the request of the CBSA, offsite (e.g., airport, IRB office, point of departure, etc.) quality control checks of resources to ensure they are adhering to POSOPs, 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, to the CBSA Project Authority;
- m. Filling in for the Operational Manager 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 Shift Supervisors and guards, and providing notification to the CBSA;
- o. Ensuring that the appearance (i.e., dress) of all Shift Supervisors and guards are in accordance with Section 8.0, 'Uniform Requirements for All Contractor Resources', and providing a monthly report;
- p. Attending CBSA operational meetings as scheduled and requested; and,
- q. Any other duties relating to the services of this Contract.

5.2 Required Assistant Operational Manager Experience

1. Assistant Operational Managers must have:

(a) 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, police force, etc.) or security services. Management experience must include the oversight of employees;

or

(b) two (2) year of experience specifically working on a security guard contract with the CBSA at an IHC or providing care and control of CBSA individuals.

6.0 Operational Manager

The Operational Manager will be required to participate in the transition period at the beginning of the Contract period, as per Section 4.3 of the Contract.

6.1 Tasks

The Contractor must:

1. Provide an Operational Manager, who will serve as the main day-to-day point of contact for the CBSA Management at each site, on all issues related to the administration and management of activities under this Contract, as per Appendix 1 'Resource Requirement'.
2. If applicable to the site, ensure the Operational Manager rotates shifts to become familiar with the specifics of each shift and to ensure proper protocols and oversight are in place (i.e., one [1] day shift, one [1] evening or night shift, and one [1] weekend shift, or as determined by the CBSA Project Authority and as per operational requirements). The Operational Manager is not required to attend sites on statutory holidays, unless requested by the CBSA.
3. Ensure that the Operational Manager provides flexibility with their hours of work so as to respond to operational requirements (including but not limited to ongoing facility issues, emergency situation, protests, etc.). These situations may require the Operational Manager to attend/remain on site until rectified.
4. Ensure the Operational Manager (or 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. Canada will pay the Contractor for hours worked by the Operational Manager as per the overtime rate listed at Annex B – Basis of Payment B.X.Y.4, when hours worked exceed those listed at Annex B – Basis of Payment B.X.Y.1, but will not provide compensation for the Operational Manager to be "on-call". All overtime must be pre-approved by the CBSA as per Section 13 of the SOW.
5. Ensure the Operational Manager conducts all security services, including but not limited to:
 - a. Supervising and managing the delivery of security services, which means making regular rounds at all required sites in order to ensure compliance with POSOPs;
 - b. Monitoring the Contract and its requirements, including but not limited to ensuring Contractor resource requirements are met and that POSOPs are being adhered to;
 - c. Monitoring and providing quality assurance for invoicing, as required to the CBSA;
 - d. Identifying, documenting and resolving issues escalated to the Operational Manager, and submitting paperwork to the attention of the CBSA Project Authority. Escalating documented unresolved issues verbally and via email to the CBSA Project Authority;
 - e. Identifying, addressing, and resolving contract performance issues;
 - f. Monitoring to ensure training of all Contractor resources is being delivered, including the delivery of such training where appropriate;
 - g. Reviewing and approving the scheduling of Contractor resources;

- h. Outlining performance expectations for Contractor resources and addressing resource performance issues;
- i. Investigating and documenting incidents related to Contractor resources, and reporting verbally and via email to the CBSA Project Authority;
- j. Attending meetings with CBSA Management, as requested;
- k. Ensuring emergency management obligations as per the POSOPs are met;
- l. Ensuring shift briefings are conducted by Shift Supervisors to advise the Contractor resources of daily occurrences, and ensuring awareness of the content of briefings;
- m. Ensuring that incidents are verbally reported immediately to CBSA management, and followed up by a written report of the incident;
- n. Maintaining up-to-date electronic logs of incident reports as it relates to both individuals and Contractor resources;
- o. Conducting ongoing management meetings with Shift Supervisors and other Contractor resources;
- p. Ensuring a bi-weekly updated list of new and replacement Contractor resources is submitted to the identified CBSA employee(s), 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;
- q. Providing contract monitoring and performance reporting (e.g., list of Contractor resource requirements, time taken for issue resolution, etc.) monthly to the identified CBSA employee. CBSA may choose to provide a template for ease of completion;
- r. Ensuring physical records are kept up-to-date for all Contractor resources, including their experience, skills, training courses taken or still required, certifications, drivers' licenses, airport RAIC, IHC passes, copies of security licenses, and for providing all records to the CBSA;
- s. Ensuring that all Contractor resources meet and continue to meet all requirements, and replacing any resource that does not meet the requirements and updating the CBSA of any replacements;
- t. Conducting supervisory visits to all required posts as per the POSOPs;
- u. Performing, as part of regular duties or at the request of CBSA, offsite (e.g., airport, IRB office, point of departure, etc.) quality control checks of Transport and Departure Verification Contractor resources to ensure they are adhering to POSOPs, operational procedures and correcting any deficiencies; and,
- v. Any other duties relating to the services of this Contract.

6.2 Required Operational Manager Experience

1. The Operational Manager must have a minimum of five (5) years' management experience within a field directly related to law enforcement (e.g., Canadian Armed Forces, Royal Canadian Mounted Police, CBSA, Correctional Services Canada, a police force, etc.) or security services. This management experience must include the oversight of employees.

7.0 Training and Licensing Requirements for All Contractor Resources

1. All Contractor resources must meet the training and licensing requirements outlined below, prior to working at any CBSA site. The Contractor must monitor and renew all certifications and licenses to ensure they are up to date throughout the period of the Contract.
2. The CBSA will not pay for any costs related to licensing and training. The Contractor must ensure all training and acquisition of licensing requirements are met outside of working hours.

7.1 General Licensing Standards for Contractor Resources

1. All certifications and licenses must be valid at all times. The Contractor must provide a copy of all valid certifications and licenses annually on the anniversary of the Contract to the CBSA Project Authority.
2. The Contractor must hold a license in each province where security services are required, and meet all of the provincial requirements for the provision of security services. The Contractor must provide a copy of the appropriate records annually on the anniversary of the Contract to the CBSA Project Authority.
3. All Contractor resources involved in the delivery or supervision of security services are subject to Provincial acts and regulations, and the Contractor must ensure all resources are in full compliance with applicable licensing and any legislative or regulatory requirements of any applicable acts at all times.

7.2 General Training Standards for Contractor Resources

1. All Contractor resources 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-133.1-2017.
2. Under the Qualification Listing Program for Uniformed Security Guards and Supervisors, all Contractor resources must be trained and tested by an institute or agency listed with the Canadian General Standards Board 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 Canadian General Standards Board Standards for Security Guards and Supervisors. Where an institute or agency is used, the Contractor must submit to the identified CBSA employee(s) 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-133.1-2017 – National Standard of Canada for Security Guards and Security Guard Supervisors:
 - Basic Security Training (BST); and
 - Advanced Security Training (AST).
3. The Contractor must provide evidence of successful completion of all aspects of the training for each Contractor resource. The Contractor must not permit resources to work at any CBSA facility or location without having successfully completed training to the standard required prior to commencement of employment and maintaining the training throughout the period of the Contract.

4. The CBSA reserves the right to identify the course content and objectives that the Contractor must cover for any course and also reserves the right to change these course requirements during the period of the Contract. Additionally, the CBSA reserves the right to audit any course at its request.

7.3 Training & Knowledge prior to Service Commencement

1. Prior to beginning work at any CBSA site, the Contractor must ensure all Contractor resources are fully trained and certified as meeting all applicable training standards. All Contractor resources must be proficient in their tasks;
2. All training and training material provided to resources by the Contractor, is subject to CBSA review and approval.

7.3.1 First Aid and CPR Training with 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. 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 certified in administering First Aid. The Contractor must provide the identified CBSA employee(s) with the training records and certificates of completion for each of its Contractor resources.

7.3.2 Use of Force Training

1. The Contractor must ensure all its resources have undergone formal training related to the outlined use of force model and related techniques. The CBSA reserves the right to identify a specific course that Contractor's resources must take, or to identify the course content and objectives that must be covered in the Use of Force training. The CBSA reserves the right to audit, modify, or reject any course if it is not in accordance with 7.3.2.3 outlined below. If a course is rejected, the Contractor must provide an alternative deemed acceptable to the CBSA.
2. The Contractor must provide Use of Force training material (e.g., course content, syllabus, etc.) to the CBSA for content approval within three (3) weeks of contract award.
3. All Use of Force training must include material related to the following topics:
 - Use of Force Continuum Model (Incident Management/Intervention Model [IMIM]);
 - Verbal intervention and tactical communication, and verbal de-escalation techniques;
 - Stance, movement and pain sensitive areas;
 - Passive resistant escort: standing, controlled handcuffing or 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 and shackles, as appropriate;
 - Strikes and blocking strategies and tactics: fist, palm heel & knee strikes, blocks, elbow-foot strikes;
 - The basics of ground defense: breakdown from the four (4) points, defense from the ground; and,
 - Edged weapon defense.
4. The Contractor must recertify all its resources in the required Use of Force training every two (2) years. The Contractor must submit the recertification to the CBSA for inclusion in the Contractor resource's CBSA file.

7.3.3 CBSA Post Orders and Standard Operating Procedures (POSOPs)

1. POSOPs outline the detailed operating procedures and standing orders that are in place for each location (e.g., IHC, airport, satellite offices, etc.). The CBSA will provide the Contractor with copies of the POSOPs and other relevant procedures and guidelines, which outline the responsibilities and procedures the Contractor and the Contractor's resources must follow, prior to the commencement of the services. 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 are in sufficient detail to permit the Contractor to effectively carry out the required duties under this Contract.
 - a. Each Contractor resource must sign and submit a declaration stating that they have reviewed all POSOPs.
2. The Contractor resources must, at all times, adhere to and follow all POSOPs, instructions, directives, policies and procedures, including amendments, established and implemented by the CBSA. Contractor resources must be conversant with all POSOPs as last amended. Contractor resources must review the POSOPs periodically. The CBSA may require that the Contractor provide confirmation of these POSOP reviews.
3. The CBSA has the right to amend, modify and re-issue POSOPs, directives, policies etc. as required, and the Contractor's resources must adhere to and follow all amendments, modifications and re-issued POSOPs accordingly to ensure their implementation.

7.3.4 Online Training

1. Prior to the provision of services, the Contractor must ensure all Contractor resources are trained and certified with the below identified online training. CBSA may approve a variance to either the timeline or the requirement for the completion of training based on operational need. The CBSA will provide access to online training for resources to access the courses. Copies of all completion certificates must be provided to the identified CBSA employee(s) for each Contractor resource file.
2. The Contractor's resources must be certified in the below training prior to the provision of services, and recertified every two (2) years. The CBSA provides all of this training:
 - i. *Diversity and Race Relations Training (approximately 2 hours)*

The Contractor is responsible for ensuring that all its resources have undergone formal training related to cultural sensitivity, harassment, and diversity;
 - ii. *Prevention of Suicide and Self Harm among Detainees Training (approximately 3 hours)*

The Contractor is responsible for ensuring that all its resources have undergone formal training related to mental health, including: indicators of mental distress, post-traumatic stress disorder, suicide prevention training, etc.;
 - iii. *Policy Suite for the Handling of Toxic Substance Training (approximately 7.5 hours)*

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

iv. Managing Information at the CBSA and Access to Information and Privacy (ATIP) Training (approximately 60 minutes)

The Contractor is responsible for ensuring that all its resources have undergone formal training related to ATIPs;

v. Orientation to the CBSA Training (approximately 60 minutes)

The Contractor is responsible for ensuring that all its resources have undergone formal orientation related to the CBSA and its mandate;

vi. Fundamentals of Immigration Training (approximately 60 minutes)

The Contractor is responsible for ensuring that all its resources have undergone formal training related to the IRPA;

vii. Fingerprinting and Livescan (approximately 1.5 hours)

The Contractor is responsible for ensuring that all its resources have undergone *Livescan* fingerprint certification training. The Contractor must also ensure all its resources maintain active status for all tokens and other means of access, as per CBSA guidelines; and,

viii. Incident Command System (ICS) Training (approximately 4 hours)

The Contractor is responsible for ensuring that all its resources have undergone ICS training.

7.3.5 On-the-Job Training

1. In addition to the classroom and hands-on training provided by the Contractor and the CBSA, Contractor resources, at the expense of the Contractor, must receive 40 hours of supervised practical on-the-job training prior to being eligible to perform duties on their own. The 40 hours must include scenarios to ensure appropriate response to operational situations.
2. Contractor resources who are receiving supervised practical on-the-job training are not part of the mandatory resource levels for each site.
3. Supervised on-the-job training must 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 RAIC access;
 - 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. The Contractor must provide the completion date of the 40 hours of supervised on-the-job training for each Contractor resource, to the identified CBSA employee(s).

7.4 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 Contractor's resource per year. This must

include future courses or training sessions developed and determined by the CBSA to be required for Contractor's resources.

7.5 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 this Contract's requirements.
2. 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.

8.0 Uniform Requirements for all Contractor Resources

8.1 General

1. The Contractor must provide all uniforms to Contractor resources. The Contractor's prescribed uniforms must be of the Contractor's regular design. The Contractor's prescribed uniforms must not be coloured navy blue.
2. All Contractor resources must wear the Contractor's uniforms in the manner prescribed in Section 8.0 of the SOW. The Contractor must not issue dress instruction or uniform specifications which deviate, or are in conflict with the uniform specifications contained in Section 8.0 of the SOW. Uniforms must be identical in design, colour, and "non-military" in style (i.e., shirt or polo and cargo pants).
3. All Contractor resources assigned to the requirement must wear the Contractor uniforms at all times while engaged in the performance of the work. All Contractor resources must report to their workstation wearing only an authorized uniform.
4. All Contractor resources must 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 and sweater, on the epaulettes and on the identification tag.
5. All Contractor resource's 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. The Contractor must provide soft body armour to each Contractor resource who must wear it while performing transports as well as any other resource identified by the CBSA. Contractor provided soft body armour worn must be valid at all times and the Contractor must submit the expiration date to the CBSA to keep on the Contractor resource's file.

Note:

The CBSA uses body armour certified to the National Institute of Justice 0101.06 Type II for its employees.

7. Contractor's resources must wear a securely-attached identification badge denoting, at a minimum, the Contractor resource's last name and company provided by the Contractor, as well as a CBSA identification card provided by the CBSA. These identifications must be visible on the Contractor resource's uniform at all times, or as per site-specific POSOPs.
8. For ease of distinguishing their rank, Shift Supervisors, Assistant Operational Manager(s) and Operational Managers, must wear a different coloured shirt from that worn by the other Contractor resources.
9. The Contractor must provide its Contractor resources with uniforms in a satisfactory condition.

8.2 Appearance

1. All Contractor resources must 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. Contractor resource's hair styles that detract from the uniform image are not acceptable. Contractor must ensure Contractor resource's beards, moustaches and sideburns are well groomed. Due consideration will be given to ethnic and religious variations;
- d) Boots 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) Footwear – The footwear must be 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,
 - b) Duty Belt accommodating and including the following items: one (1) pair of standard industry handcuffs and case, keys, latex gloves and pouch, one (1) pair of Kevlar gloves, two (2) pairs of nitrile gloves, functional flashlight with red light filter and batteries, and ear pieces and adapters compatible with the provided two-way radio. The duty belt and its items must be CBSA management approved prior to use.

8.4 Cargo Pant Length

1. Cargo pants must be full-length style and not tucked into footwear. The hem must fall at the middle of the boot counter and must not break over the boot front.

8.5 Use of CBSA Logo

1. The Contractor must not use CBSA logos, replicas of CBSA badges, equipment or tools. The Contractor must clearly identify their own company logo on all uniforms, email and other documents.

8.6 Accessories

1. All accessories worn by the Contractor resources are subject to approval by the CBSA. Contractor provided caps (if part of the uniform) must match and complement the type of uniform worn. If used, the Contractor must provide gloves, hats, neck gaiter, raincoat or winter coat that match and complement the uniform. Winter coats must have distinguishing and reflective markers. The Contractor must not issue umbrellas.

8.7 Attire Standards

1. The Contractor must ensure that Contractor resource's hair does not extend below the top edge of the shirt collar. Contractor resources must securely tie back any hair extending below the top of the edge of the shirt collar, away from the face in one or more braids, a ponytail or a bun. If a baseball cap is part of the uniform, a Contractor resource must wear a ponytail through the u-shaped opening located at the back of an approved baseball cap. Bangs that extend below the eyebrows must be styled in a manner to reveal the eyes. Contractor resources must not wear hairstyles that consist of shaved patterns, shapes, or logos.
2. Hair accessories used to secure or control hair styles such as barrettes, combs, bobby pins, bands and elastics must be non-patterned and a colour that matches the natural hair and must not pose a health or safety risk. Contractor resources must not wear hair accessories that are decorative in nature and not part of the uniform.

3. Contractor resources must only wear discrete stud earrings. Contractor resources must not wear hanging or hoop earrings. Contractor resources must not have other visible piercings (e.g., lip or facial piercings, etc.). Requested ethnic and religious variations must be forwarded by the Operational Manager to CBSA management, for consideration.
4. Fingernails must be short to ensure proper performance of handcuffing and other tasks related to the work. Contractor resources must only wear neutral coloured fingernail polish that does not detract attention from the uniform.
5. Visible tattoos must not be inappropriate (e.g., criminal, racist, xenophobic, etc.).
6. The Contractor resources must not have intentional disfiguring body modifications such as forked tongues, stretched earlobes, skin implants and dental work. This prohibition does not apply to general dental work such as fillings, braces, and cosmetic upgrades such as implants and veneers.

9.0 Contractor Resource Standards

9.1 Code of Conduct

1. The Contractor and its resources must respect the spirit of the Values and Ethics Code for the Public Service and the Treasury Board of Canada Secretariat Code of Conduct both on and off duty.
2. The Contractor must develop their own Code of Ethics and Values that is consistent with both the Treasury Board Secretariat and the Public Service Codes and ensure that all resources are familiar with the requirements of the Contractor's code.
3. The Contractor must have a policy in place requiring its resources to disclose a real or potential employment conflict of interest. A real or potential employment conflict of interest includes having private interests that could improperly influence the performance of his or her official duties and responsibilities, or which the resource uses for their personal gain. Some examples of such a conflict of interest include, but are not limited to the following: a Contractor 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 office outside Canada, or any other situation where a real or perceived conflict may arise. The Contractor must advise CBSA management of the method of disclosure put in place, and advise the CBSA of any disclosures made to the Contractor.
4. The Contractor must immediately inform the CBSA when the police or any relevant governing body, charges or investigates a Contractor resource or detains, or involves a Contractor resource in any incident that may put the CBSA at risk or in disrepute.
5. All Contractor resources must sign the "Non-Disclosure Agreement" at Annex "H".

9.2 Suitability of Contractor Resources

1. If the CBSA considers any of the Contractor's resources are unsuitable due to performance, upon notification from the CBSA, the Contractor must immediately remove and replace them with resources acceptable to the CBSA.
2. In consultation with the Contractor, CBSA management will determine the suitability for reassignment, if so desired, of any Contractor resources removed from a post.
3. The following examples could be cause for an immediate request by the CBSA for the removal of Contractor resources from work assignments on CBSA's premises:
 - a) Substance dependence or other addiction for which the resource has not received or is not in the process of receiving treatment (active use);
 - b) Emotional instability or mental disorders which are untreated or the Contractor resource chooses not to seek treatment for or both, 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-133.1-2017);
 - e) Inability to meet language standards, either orally or written;
 - f) Failure to follow required procedures in a critical situation or failure to follow required procedures;
 - g) Failure to comply with uniform and tool standards as laid out in Section 8.0, 'Uniform Requirements for All Contractor's Resources' (as well as anything specifically included in the POSOPs);

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

9.3 Inspection and Enforcement of Performance

1. The CBSA will conduct unannounced on-the-job inspections with Contractor Management 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 Contractor 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.), as well as adherence to emergency POSOPs, and to audit the Contractor resource complement for security clearances, training required, or suitability for employment as outlined in other areas of the work.
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 inspection on work site;
 - c) Review of resource identification, qualifications, training, shortfalls, etc.;
 - d) Site inspections to verify that the Contractor resources are following POSOPs; and,
 - e) Other inspections for irregularities in operational management, verification of knowledge of POSOPs, etc., as required.
4. The on-site CBSA management may approach Contractor management to ensure that Contractor resources understand their tasks. If requested, Contractor resources must identify themselves by:
 - a) Full name; and,
 - b) Guard license number.
5. The CBSA will immediately alert the Contractor of any deficiencies found 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. CBSA Management and the Contractor Representative will hold a monthly, or otherwise at the discretion of the CBSA, meeting to discuss Contractor resource standards, as per Section 9.0 of the SOW. The meeting will also discuss and establish proposed remedial action to correct any identified deficiencies.

10.0 Location of Work and Resource Requirement

See Appendix 1 'Resource Requirement'.

10.1 Change to Requirement

1. A contract amendment is required to:
 - a) Increase or decrease the number of hours or timing of requirements at any location;
 - b) Alter the guard category (e.g., guard to management position, etc.) at any location; and,
 - c) Increase or decrease required service at new or existing locations within the specified region.
2. An amendment is not required for unexpected resource requirements that fall under the below task authorization for on-call resources.

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

1. 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.
2. The Contractor must keep a pool of no less than ten (10) On-Call Resources available for call-up at all times. The CBSA will pay for hours worked when called-in as per Section B.X.Y.3 of Annex B – Basis of Payment, but will not provide compensation for these resources to be available on-call.
3. The Contractor must 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.
4. 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. Likewise, the CBSA will provide four (4) hours' notice before any amendments to the Task (i.e., extension, cancellation, or a change in resource requirement).
5. To the greatest extent possible, the CBSA will provide the Contractor with as much advance notice of an On-Call Resource requirement.

10.3 Resource Requirement

1. The Contractor must submit and receive CBSA agreement of shift coverage and schedules (see Appendix 1 for an example) prior to the in-service date for the work.
2. The Contractor resource complement must be of both male and female, so that female resources can accommodate the posts in the female wing, Admission & Discharge, and in areas requiring security screening and pat downs. The Contractor must establish a representative workforce of males and females to ensure sufficient coverage of both sexes at all times.
3. The Contractor must provide coverage for breaks, leave, transport, departure verifications and any other assigned duties.

10.4 Transport Resource Requirement

1. Contractor resources must report to the designated Shift Supervisor for their daily assignments. The Contractor should plan transport services 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 the Contractor's flexibility in response to an ever-changing schedule is required.
2. At least one (1) transportation crew, comprised of two (2) Contractor resources must be available for transport to and from day cells at all times.
3. The shifts for transportation resources may differ from other shifts under the work, 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 are on an as-requested basis.
4. A male and a female Contractor resource must form part of the transportation crew when the individual transported is a female or a minor.

11.0 Material and Equipment Requirements

11.1 CBSA-Provided Material

1. The CBSA will furnish the Contractor the following materials for the duration of the Contract:
 - a) Work space, including office furniture;
 - b) Computers and network access;
 - c) Storage space for the Contractor resources' personal belongings;
 - d) Microwave and refrigerator for Contractor resources' lunchroom;
 - e) Paper required for operations;
 - f) Phone and fax machine;
 - g) All required POSOPs, policies etc.;
 - h) All required CBSA forms and reports;
 - i) Personal protective equipment in response to any public health guidelines (e.g., non-surgical masks, gloves, etc.), as required;
 - j) Latex gloves; and
 - k) Any required CBSA-controlled assets.
2. The above remains the property of the CBSA, who will be responsible for all operating costs such as maintenance, batteries, back up equipment, etc.
3. The Contractor is responsible for the 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., 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 they wish to undertake it themselves. The CBSA will reimburse cost of maintenance expenses following receipt from the Contractor of an invoice and supporting documentation. The equipment provided by the CBSA will be operational and in good order.
4. All property furnished by the CBSA remains the property of the CBSA. Upon expiry or termination of the Contract, the Contractor must render an accounting of all CBSA-provided material and return all unused consumables to the CBSA. The Contractor must reimburse the CBSA for any lost, damaged or missing CBSA-provided materials (except for general wear and tear).

11.2 Contractor-Provided Material

1. The Contractor is responsible for the following:
 - a) Reliable communication system that enables all Contractor resources using 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;
 - b) Reliable communication system (i.e., radios, cell phone, etc.) for each Contractor resource, CBSA employee, and medical personnel on shift within the IHC or assigned work location (see number 2, below);
 - c) Handcuffs that meet Canadian industry standards for each Contractor resource;
 - 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 with a red filter and working batteries for each Contractor resource;
 - f) Kevlar gloves for each Contractor resource;

- g) Personal safety equipment (e.g., ear protectors, safety glasses, appropriate respiratory protective masks, protective gowns, etc.), as required;
 - h) Soft body armour to be worn by Contractor resources assigned to transport;
 - i) Required office supplies and services for Contractor resources including, but not limited to:
 - i. Pens;
 - ii. Notebooks;
 - iii. Phones; and
 - iv. Printers;
 - j) Uniforms for all Contractor resources; and,
 - k) Fleet vehicles and associated equipment as per specifications outlined in Section 12.0 'Vehicle Fleet Requirement' and Appendix 2.
2. The Contractor must supply encrypted digital two-way radio communication for use at each CBSA location identified in this SOW. Coverage must be sufficient to allow communications from all CBSA locations identified in this SOW and to provide wide area coverage for vehicles when travelling. In addition:
- a) Radios used must operate in digital frequency modulation (FM) mode and must be AES256 encrypted at minimum, and,
 - b) The system and radios must accept encryption rekeying.
3. The Contractor is responsible for covering all expenses related to radio operations such as spectrum license, airtime, maintenance, required accessories, and spare radios. The Contractor must provide system access, hardware and accessories including, but not limited to: portable radios, mobile radios and desktop radios. The CBSA must approve all Contractor-provided materials.

11.3 Telephones - Long-Distance Charges

- 1. The CBSA will not pay for any unauthorized telephone charges that the Contractor or the Contractor resources incur while they are on government property or using government equipment. CBSA will bill the Contractor for any such charges.

12.0 Contractor Provided Fleet Vehicles

1. The CBSA reserves the right to make changes to the required Contractor provided fleet vehicle numbers from time to time due to changes in operational requirements.
2. The Contractor must increase the required Contractor provided fleet vehicle complement to deal with spikes in detention volume, as requested by the CBSA.
3. The CBSA will provide parking space for all Contractor provided fleet vehicles. Canada is not responsible for any damage incurred to any Contractor provided fleet vehicles.

12.1 Transport Specific Standards

1. Contractor provided fleet vehicles must be fit-up according to CBSA Vehicle Specifications (see Appendix 2), and must be approved by the CBSA prior to the in-service date.
2. Contractor provided fleet vehicles must pass an annual Provincially-certified safety inspection and the Contractor must provide the CBSA the inspection results. The Contractor must rectify any identified issues prior to using the Contractor provided fleet vehicle for any CBSA operation.
3. Contractor provided fleet vehicles must meet all current provincial and *Canadian Motor Vehicle Safety Act and Regulations* specifications.
4. The Contractor must properly maintain the Contractor provided fleet vehicles and must keep them clean, neat and in good working condition. Contractor provided fleet vehicles are to be repaired and serviced at times other than when vehicles are operationally required.
5. The Contractor must clean and sanitize the Contractor provided fleet vehicles after each use. The Contractor must also have the Contractor provided fleet vehicles sanitized professionally on a monthly basis and after heavy use at no additional cost to the CBSA.
6. Contractor provided fleet vehicles must have a transponder available for toll highways and routes, where toll highways and routes exist in the Operational Region.
7. The CBSA must approve all equipment (see Appendix 2). The CBSA will evaluate the continuing suitability of this equipment and the Contractor may be required to replace or upgrade it at its own expense. The Contractor is responsible for the costs of equipment.
8. The CBSA reserves the right to carry out an inspection of the Contractor provided fleet vehicle and required equipment to ensure the Contractor is meeting all specifications.
9. All equipment required for fleet vehicles (e.g., car seats, winter tires, etc.) must be securely stored by the Contractor when not in use.

12.2 Fuel

1. Canada will reimburse the Contractor the actual cost reasonably and properly incurred without profit for fuel used by the Contractor provided fleet vehicles in the completion of any performance of the work. Canada will verify actual costs 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 resources may benefit from reward programs associated with the purchase of fuel (e.g., Air Miles, Petro Points, etc.).

13.0 Contract Standards

13.1 Definition of Shortfalls

1. Shortfalls occur when the Contractor fails to supply a resource at a post or work site. Canada will pay only for time actually worked at the post or work site.

13.2 Overtime

1. The Contractor will be paid overtime in accordance with Provincial Regulations and as per Annex B, Basis of Payment.
2. Where a Contractor resource is required to work beyond their regular scheduled hours on any scheduled shift, CBSA management must pre-approve the overtime in writing. However, the Contractor must use another of their resources to take a shift if possible to avoid overtime.
3. Canada will not pay overtime rates to allow the Contractor to compensate for shortage of Contractor 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 complete the work. Under no circumstances may the Contractor provide non-security screened resources.
4. The Contractor must provide the identified CBSA employee(s) with a bi-weekly report of all overtime performed by Contractor resources.

13.3 Back-Up Resources for Absences

1. The Contractor must provide, security-cleared, back-up resources that meet the requirements of the Contract in case of illness, holidays or other absences.
2. The Contractor may replace a Shift Supervisor with a guard, 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 need not meet the minimum experience requirements for that position.

13.4 Scheduling and Assigning Work

1. The Contractor must provide the CBSA management a weekly work schedule on an agreed upon regular frequency.
2. The Contractor must follow Provincial regulations regarding lunch breaks and rest periods. The Operational Manager, Assistant Operational Manager or Shift Supervisor must arrange for Contractor resources' breaks in such a way that Contractor resources already on site always cover their duties, and ensure they meet the minimum base requirement at each work site.
3. All Contractor resources working at an IHC must remain onsite and be available to report back to work during lunch breaks and rest periods in the event they are called back to work to assist in an emergency situation (e.g., fire alarm, critical incident, etc.). Canada pays for scheduled lunch breaks and rest periods for Contractor resources as specified in Section B.X.Y.1 Regular Rate, at Annex B – Basis of Payment.
4. Canada will only reimburse the Contractor for Contractor resources' meals purchased while on duty under exceptional circumstances, with the approval of CBSA management. Such exceptional circumstances include where the work would necessitate an unforeseen extension or circumstance

where the Contractor resources wouldn't have been able to plan to bring or store their meal (e.g., unplanned inter-provincial transports, flight delays, etc.).

5. Upon approval by CBSA management, Canada will reimburse expenses following submission of meal receipts with the Contractor's regular invoice. Canada will only reimburse 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".

13.5 Statutory Holidays

1. There are up to ten (10) recognized statutory holidays for which the Contractor may bill Canada at the statutory holiday rate for Contractor resources working at sites that require coverage during these days. For the purposes of this Contract, statutory holidays will be determined by the province in which the guard services are taking place, as follows:

Holiday	Day Observed	Provincial Observance
New Year's Day	January 1	AB, BC, MB, ON, QC
Family Day	Third Monday in February	AB, BC, ON
Good Friday	Friday before Easter Sunday	AB, BC, MB, ON, QC*
Easter Monday	Monday after Easter Sunday	QC*
Victoria Day (National Patriots Day in QC)	Monday preceding May 25th	AB, BC, MB, ON, QC
St. Jean Baptiste Day	June 24	QC
Canada Day	July 1	AB, BC, MB, ON, QC
Civic Holiday	First Monday in August	AB, BC, ON
Labour Day	First Monday of September	AB, BC, MB, ON, QC
Thanksgiving	Second Monday in October	AB, BC, MB, ON, QC
Remembrance Day	November 11	AB, BC, MB
Christmas Day	December 25	AB, BC, MB, ON, QC
Boxing Day	December 26	ON

*In the province of Quebec, **either** Good Friday **or** Easter Monday is a paid statutory holiday, but not both.

2. All IHC and airport posts are open on statutory holidays. The Contractor must staff all IHC and airport posts on statutory holidays.

13.6 Consistency of Assignments

1. The Contractor must make a reasonable 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.
2. For ease of continuity of service and retention of resource experience, it is recommended that at least 60% of the current complement of previous Contractor resources (exclusive of management) be

offered positions on the new contract, or when mandated by provincial labour legislation (e.g., Bill 7 in Ontario, Decree in Quebec, etc.).

13.7 Time on Duty

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

13.8 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 Contractor resource who is or was performing services under the Contract for a government institution is not personal information. As a result, the identities of Contractor resources working at CBSA facilities may be available to the public if requested.

13.9 Client Interaction

1. The Contractor is an independent contractor. The CBSA must remain at arms-length in regard to any employee and employer relations that may affect this Contract.
2. The Contractor must immediately inform CBSA management of any issues that may affect the CBSA's interests or this Contract.
3. The Contractor must establish an escalation mechanism to address and immediately resolve any operational disputes so as not to affect the work.

14.0 Documentation Requirements

14.1 Contractor Forms

1. The Contractor must use the following forms or, if approved by CBSA management, standardized company forms addressing the identified functions either separately or combined:
 - a) Individual Resource Documentation
The Contractor must provide evidence to the identified CBSA employee(s) of the Contractor resources' qualifications, category, etc. prior to assignment of the Contractor's resources to a work site;
 - b) Resource Nominal Roll
The Contractor must provide the identified CBSA employee(s) 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. The Contractor must keep the Resource Nominal Roll up-to-date at all times.
 - c) Resource Time Sheets
The Contractor must submit bi-weekly resource time sheets to the identified CBSA employee(s) for each of the Contractor resources assigned to a work site. The resource time sheets must clearly identify the resource's name, work site location, date of work, hours of work, overtime, etc. Canada may use the resource time sheets to verify and confirm invoicing. Canada reserves the right to audit the resource time sheets at any time throughout this Contract.

14.2 CBSA Forms

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

15.0 Contract Kick-off Meeting

1. The parties will review all shift schedules and Contractor resource shift numbers at the Contract kick-off meeting.
2. The Contractor Representative and the Project Authority will work together on the Business Process Plan consisting of the following parts, and will finalize the plan within 30 business days after Contract award:

a) Risk and Issue Management Strategy

This part of the plan must address, at a minimum, how the Contractor 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, fleet requirements, training requirements etc.;

b) Transition Plan

This part of the plan must address, at a minimum, how the Contractor will manage the transition period from Contract award to Contract in service date. This involves the possible transition of experience and workload from the current incumbent Contractor, if required; and,

c) Incident Management and Review Process

In this part of the plan the Contractor must provide, at a minimum, the following: how the Contractor will identify and respond to daily security issues (troubleshooting) and what protocols are established to ensure that they are immediately brought to the attention of CBSA management; what measures will be taken to correct security deficiencies; in the case of an incident occurring on Contract site, the Contractor must describe the escalation procedures that it currently uses to ensure streamlined communications and minimal disruption to operations; and articulate its internal incident review process where incidents involve possible misconduct.

16.0 Greening, Social, and Accessibility Commitments

16.1 Greening Initiatives

Context:

The Department of Public Services and Procurement Canada (PSPC) is implementing the federal government's [Policy on Green Procurement](#).

The Government of Canada's environmental commitments are also supported by the [Greening Government Strategy](#).

Contractor Commitments:

[The Greening Initiatives indicated by the Contractor in their technical bid will be inserted and form part of the Statement of Work, at the time of contract award.]

16.2 Social Initiatives

Context:

CBSA is committed to making our Department more inclusive for everyone and fostering an equitable workplace culture that values diversity and creates an environment that is welcoming and rewarding for all. We encourage the businesses that work with us to reflect these values. More information can be found at:

<https://www.canada.ca/en/government/publicservice/wellness-inclusion-diversity-public-service/diversity-inclusion-public-service2.html>

Contractor Commitments:

[The Social Initiatives indicated by the contractor in their technical bid will be inserted and form part of the Statement of Work, at the time of contract award.]

16.3 Accessibility Initiatives

Context:

On June 20, 2018, the Government introduced Bill C-81, An Act to ensure a barrier-free Canada (the Accessible Canada Act) in Parliament. The *Accessible Canada Act* received Royal Assent on June 21, 2019, and came into force on July 11, 2019. For more information on the Act, please see: <https://laws-lois.justice.gc.ca/eng/acts/A-0.6/>

The Act supports programs, services and workplaces that are usable by all, to the greatest extent possible, without the need for adaptation. When adaptation is necessary, it should be easy to incorporate without workarounds.

Conscious planning or designing to ensure goods, services and facilities reduce barriers and can easily be used by persons with a disability, and by extension are highly usable and practical for the broadest range of users overall.

Contractor Commitments:

[The Accessibility Initiatives indicated by the contractor in their technical bid will be inserted and form part of the Statement of Work, at the time of contract award.]

Appendix 1

Resource Requirement

The CBSA reserves the right to make changes to the required resource numbers due to changes in operational requirements. Nothing stated here or elsewhere in this SOW limits the number of resources that the CBSA may require and that the Contractor must supply, in order to perform the work that may be required under this Contract.

Examples of schedules and resource requirements for each site have been provided (hours are subject to change).

The Contractor must provide the final hours and shift lengths to CBSA management for approval 30 days prior to the Contractor's in-service date.

Contractor Provided Fleet Vehicles Requirement

All Contractor provided fleet vehicles must adhere to the CBSA's transport vehicle specifications, found at Appendix 2.

The CBSA reserves the right to make changes to the following numbers from time to time due to changes in operational requirements.

The Contractor must be able to amend the required number of Contractor provided fleet vehicles to deal with fluctuations in detention volume, as required.

Appendix 1.1

Ontario Region

1.1 Site Specific Differences

1. Southern Ontario Region Office (SOR Office): transport Contractor resources do not require a RAIC.
2. Toronto Pearson International Airport (TPIA): Contractor resources require RAICs.

1.2 Resource Requirement

1.2.1 Greater Toronto Area Immigration Holding Centre (GTA IHC) Security Complement

The GTA IHC is located at 385 Rexdale Boulevard, Mississauga, Ontario.

Example of GTA IHC schedule and resource requirement (hours subject to change):

	Mon-Fri	Sat-Sun	Mon-Fri	Mon-Fri	Sat-Sun	Mon-Fri	Sat-Sun
	0800-1600		1200-2000	1600-0000		0000-0800	
Operational Manager	1	-	-	-	-	-	-
Assistant Operational Manager	1	-	-	-	-	-	-
Shift Supervisor	1	1	1	1	1	1	1
Guards	35 (10 must be female)	31 (10 must be female)	-	31 (10 must be female)	31 (10 must be female)	24 (10 must be female)	24 (10 must be female)
Guards - Bilingual	1	1	-	1	1		
Guards – Transport (RAIC)	10 (5 must be female)	10 (5 must be female)	-	8 (4 must be female)	6 (3 must be female)	6 (3 must be female)	4 (2 must be female)
Guards – departure confirmation (RAIC)	2	2	-	1	1	-	-
Guards - Control	2	2	-	2	2	2	2

1.2.2 Toronto Pearson International Airport (TPIA) Security Complement

TPIA is located at 6301 Silver Dart Drive, Mississauga, Ontario. Parking for the Contractor resources is not provided at this site.

Example of TPIA schedule and resource requirement (hours subject to change):

TERMINAL 1

	Mon-Fri	Sat-Sun	Mon-Fri	Sat-Sun
	0600-1400		1400-2200	
Shift Supervisor*	1	1	1	1
Guards	3	3	3	3

TERMINAL 3

	Mon-Fri	Sat-Sun	Mon-Fri	Sat-Sun
	0600-1400		1400-2200	
Guards	3	3	3	3

*The Shift Supervisor is responsible to maintain both terminals (1 Shift Supervisor per shift between Terminal 1 and Terminal 3).

Note: One female Contractor resource must be available at all times at either Terminal.

1.2.3 SOR Office Security Complement

The SOR Office is located at 6080 McLeod Road, Niagara Falls, Ontario. Parking for the Contractor resources is not provided at this site.

Example of SOR Office schedule and resource requirement (hours subject to change):

	Mon-Fri	Sat-Sun	Mon-Fri	Sat-Sun
	0800-1600		1600-0000	
Guards – Transport (no RAIC)	3 (1 must be female)	2 (1 must be female)	2 (1 must be female)	-

1.3 Contractor Provided Fleet Vehicle Requirement

1.3.1 Greater Toronto Area Immigration Holding Centre (GTA IHC)

The GTA IHC is located at 385 Rexdale Boulevard, Mississauga, Ontario.

Example of the GTA IHC Contractor provided fleet vehicles:

- a. Eight (8) 7-passenger vehicles; and
- b. Four (4) 12-passenger vehicles.

Appendix 1.2

Pacific Region

2.1 Site Specific Differences

None applicable.

2.2 Resource Requirement

2.2.1 British Columbia Immigration Holding Centre (BCIHC) Security Complement

The BCIHC is located at 13130 76 Avenue, Surrey, British Columbia.

Example of BCIHC schedule and resource requirement (hours subject to change):

	Mon-Fri	Sat-Sun	Mon-Fri	Sat-Sun	Mon-Fri	Sat-Sun
	0700-1500		1500-2300		2300-0700	
Operational Manager*	1	-	-	-	-	-
Assistant Operational Manager*	1	-	-	-	-	-
Shift Supervisor	1	1	1	1	1	1
Guards	17 (5 must be female)	15 (5 must be female)	14 (4 must be female)	13 (4 must be female)	13 (4 must be female)	13 (4 must be female)
Guards - Bilingual	1	1	1	1	-	-
Guards – Transport - RAIC	4 (1 must be female)	2 (1 must be female)	4 (1 must be female)	2 (1 must be female)	2 (1 must be female)	2 (1 must be female)
Guard - Departure Verification (COD) - RAIC	2	2	2	2	1	1
Guard - Control	1	1	1	1	1	1

* Management to split shifts between BCIHC and Library Square (LISQ) locations

2.2.2 LISQ Security Complement

LISQ is located at 300 West Georgia Street, Vancouver, British Columbia. Parking for Contractor resources is not provided at this site.

Example of LISQ schedule and resource requirement (hours subject to change):

	Mon-Fri
	0700-1500
Guards	4

2.2.3 Vancouver International Airport (VIA) Security Complement

VIA is located at 3211 Grant McConachie Way, Richmond, British Columbia.

Example of VIA schedule and resource requirement (hours subject to change):

	Mon-Fri	Sat-Sun	Mon-Fri	Sat-Sun	Mon-Fri	Sat-Sun	Mon-Fri	Sat-Sun
	0600-1800		0400-1600		1600-0400		1800-0600	
Shift Supervisor	1	1	-	-	-	-	1	1
Guards - Transport	2	2	1	1	1	1	2	2

Note: One female Contractor resource must be available at all times.

2.3 Contractor Provided Fleet Vehicle Requirement

2.3.1 BCIHC:

The BCIHC is located at 13130 76 Avenue, Surrey, British Columbia.

- Three (3) 5-passenger vehicles;
- Two (2) 8-passenger vehicles; and
- Two (2) 12-passenger vehicles.

2.3.2 VIA:

VIA is located at 3211 Grant McConachie Way, Richmond, British Columbia.

- One (1) 8-passenger vehicle.

Appendix 1.3

Prairie Region

3.1 Site Specific Differences

None applicable.

3.2 Resource Requirement

3.2.1 Calgary Enforcement and Intelligence Operations Division (CEIOD) Security Complement

CEIOD is located in the Harry Hays Building, 220 4th Avenue SE, Calgary, Alberta.

Example of CEIOD schedule and resource requirement (hours subject to change):

	Mon – Fri 0500-1300 (1 female must be provided)	Mon – Fri 0900-1700	Mon – Fri 1200-2000 (1 female must be provided)
Operational Manager	-	1	-
Shift Supervisor	1	-	1
Guard - Transport	1	2	1

3.2.2 Edmonton Enforcement and Intelligence Operations Division (EEIOD) Security Complement

EEIOD is located at 10345 104th Street, Edmonton, Alberta.

Example of EEIOD schedule and resource requirement (hours subject to change):

	Mon - Fri 0500-1300 (1 female must be provided)	Mon - Fri 0900-1700	Mon - Fri 1200-2000 (1 female must be provided)
Shift Supervisor	1	-	1
Guard - Transport	1	2	1

3.2.3 Winnipeg Enforcement and Intelligence Operations Division (WEIOD) Security Complement

WEIOD is located at 269 Main Street, Winnipeg, Manitoba.

Example of WEIOD schedule and resource requirement (hours subject to change):

	Mon - Fri 0500-1300	Mon - Fri 1000-1800	Mon - Fri 1200-2000
Shift Supervisor	-	-	-
Guard - Transport	-	2	-

3.2.4 Calgary International Airport (CIA)

CIA is located at 2000 Airport Road NE, Calgary, Alberta

	Mon-Fri	Sat-Sun	Mon-Fri	Sat-Sun	Mon-Fri	Sat-Sun
	0700-1500		1200-2000		1500-2300	
Shift Supervisor	-	-	1	-	-	-
Guards - Transport	2	2	1	1	2	2

Note: One female Contractor resource must be available at all times.

3.3 Contractor Provided Fleet Vehicle Requirement

3.3.1 CEIOD:

CEIOD is located in the Harry Hays Building, 220 4th Avenue SE, Calgary, Alberta

- a. One (1) 7-passenger vehicle;
- b. Two (2) 5-passenger vehicles.

3.3.2 EIEOD:

EIEOD is located at 10345 104th Street, Edmonton, Alberta.

- a. One (1) 7-passenger vehicle;
- b. Two (2) 5-passenger vehicles.

3.3.3 WIEOD:

WIEOD is located at 269 Main Street, Winnipeg, Manitoba.

- a. One (1) 7-passenger vehicle.

3.3.4 CIA:

CIA is located at 2000 Airport Road NE, Calgary, Alberta

- a. One (1) 7-passenger vehicle.

APPENDIX 1.4

QUEBEC REGION

4.1 Site Specific Differences

The Operational Manager must be bilingual and have a RAIC pass.

The Assistant Operational Managers must be bilingual and have a RAIC pass.

The Shift Supervisors must be bilingual.

The Guard resources must be bilingual.

In addition to RAICs, transport resources must also possess an Airside pass.

4.2 Resource Requirement

4.2.1 Laval Immigration Holding Centre (Laval IHC) Security Complement

The Laval IHC is located at 200 Montée St-François, Laval, Québec.

Example of Laval IHC schedule and resource requirement (hours subject to change):

	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
Guards – Bilingual	30 (12 must be female)	25 (10 must be female)	25 (10 must be female)	25 (10 must be female)	19 (8 must be female)	19 (8 must be female)
Guards – Bilingual Transport (RAIC and Airside pass required)	10 (4 must be female)	10 (4 must be female)	8 (3 must be female)	8 (3 must be female)	6 (2 must be female)	6 (2 must be female)
Guards – Bilingual Departure Confirmation (RAIC required)	2	2	2	2	2	2
Guards – Bilingual Control	3	3	3	3	2	2

4.2.2 Montreal CBSA Satellite Offices Security Complement

The Montreal CBSA offices are located at 1010 Rue St-Antoine O. Montréal, Québec, and 200 René-Lévesque Boulevard, Montréal, Québec. Parking for Contractor resources is not provided at this site.

Example of Montreal CBSA Offices' schedules and resource requirements (hours subject to change):

	Mon-Fri
	0800-1600
Shift Supervisor - Bilingual	2
Guards - Bilingual	6

4.2.3 Pierre Elliot Trudeau International Airport (PETIA) Security Complement

PETIA is located at 975 Roméo-Vachon Blvd. North Dorval, Québec.

Example of PETIA schedule and resource requirement (hours subject to change):

	Mon-Fri	Sat-Sun	Mon-Fri	Sat-Sun	Mon-Fri	Sat-Sun
	0800-1600		1200-2000		1600-0000	
Shift Supervisor - Bilingual	-	-	1	-	-	-
Guards - Bilingual	2	2	1	1	2	2

Note: One female Contractor resource must be available at all times.

4.3 Contractor Provided Fleet Vehicle Requirement

4.3.1 Laval IHC requires the following fleet vehicles:

The Laval IHC is located at 200 Montée St-François, Laval, Québec.

- a. Eight (8) 7-passenger vehicles; and
- b. Four (4) 12-passenger vehicles.

APPENDIX 2

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:

- Maximum speed limit control.
- Reliable communication system that enables all Contractor resources using 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; and
- A minimum of 5 inches in width.

1.4 WINDOWS

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

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:
 - dry-chemical-type fire extinguisher
 - displays the label of a recognized testing agency
 - shows a rating of not less than 2-A:10-B:C, and
 - 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.

APPENDIX 3

ACRONYMS

AB – Alberta

AED - Automated External Defibrillator

A&D – Admission and Discharge

AST – Advanced Security Training

ATIP – Access to Information and Privacy

BC – British Columbia

BCIHC – British Columbia Immigration Holding Centre

BSO- Border Services Officer

BST – Basic Security Training

CAN/CGSB – Canadian General Standards Board

CBSA – Canada Border Services Agency

CEIOD – Calgary Enforcement and Intelligence Operations Division

CCTV – Closed-Circuit Television

CGSB - Canadian General Standards Board

CPR – Cardiopulmonary Resuscitation

CSA – Canadian Standards Association

EEIOD - Edmonton Enforcement and Intelligence Operations Division

GPS – Global Positioning System

GTA – Greater Toronto Area

GTA IHC – Greater Toronto Area Immigration Holding Centre

ICS – Incident Command System

IHC – Immigration Holding Centre

IMIM – Incident Management/Intervention Model

IRB – Immigration and Refugee Board

IRCC – Immigration, Refugees and Citizenship Canada

IRPA – Immigration Refugee and Protection Act

KPI – Key Performance Indicators

LISQ – Library Square

MB - Manitoba

NIJ – National Institute of Justice

ON – Ontario

PETIA – Pierre Elliot Trudeau International Airport

POE – Port of Entry

POSOP – Post Orders and Standard Operating Procedures

QC - Quebec

RAIC – Restricted Area Identity Card

SOR – Southern Ontario Region

SOW – Statement of Work

TPIA – Toronto Pearson International Airport

TBS – Treasury Board of Canada Secretariat

US – United States

USCBP – United States Custom and Border Protection

VIA – Vancouver International Airport

WEIOD - Winnipeg Enforcement and Intelligence Operations Division