



**PROPOSALS MUST BE SUBMITTED BY EMAIL
ONLY TO THE FOLLOWING ADDRESS:**

aadnc.soumissionbid.aandc@canada.ca

**LES PROPOSITIONS DOIVENT ÊTRE
ACHEMINÉES UNIQUEMENT PAR COURRIEL À
L'ADRESSE SUIVANTE :**

aadnc.soumissionbid.aandc@canada.ca

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal To: Indigenous 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 services, and listed herein and on any attached sheets at the price(s) set out thereof.

**Proposition à : Services aux
Autochtones 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 services énumérés ici sur toute feuille ci-annexées, au(x) prix indiqué(s)

Instructions : See Herein / Voir aux présentes

Title – Sujet Weekly Courier Services / Services de messagerie hebdomadaire	
Solicitation No. – N° de l'invitation 1000230310	Date June 11, 2021
Client Reference No. – N° référence du client	
Buyandsell No. – N° Achatsetventes	
File No. – N° de dossier	Amendment No. / Modification N°
Solicitation Closes – L'invitation prend fin at – à 02:00 PM / 14 hr on – le June 25, 2021 / 25 juin 2021	Time Zone / Fuseau horaire Eastern Daylight Time EDT / Heure avancée L'Est (HAE)
Address Inquiries to : - Adresser toutes questions à: christine.madore@canada.ca	Buyer Id – Id de l'acheteur CE8
Telephone No. – N° de téléphone : 874-354-1376	
Destination of Services / Destination des services : Winnipeg, Manitoba, Canada	
Security / Sécurité : There are security requirements associated with this requirement. Ce besoin comporte des exigences relatives à la sécurité.	

Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Facsimile No. – N° de télécopieur Telephone No. – N° de téléphone	
Name and title of person authorized to sign on behalf of Vendor/firm (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

November 2020 Medium Complexity Bid Solicitation and Resulting Contract Template (MC)

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PART 1 - GENERAL INFORMATION

1.1 Summary

The Department of Indigenous Services Canada (ISC) in Winnipeg, Manitoba requires courier services for the provision of delivery services. Those services include all labour, materials, equipment, transportation and supervision.

In addition to picking up interoffice mail and delivery of mail to airlines, the department requires:

Additional scheduled runs to meet all requirements of 391 York Avenue as outlined under SW6 Nursing Stations in Manitoba ship coolers containing laboratory (lab) specimens such as swab samples, vials of bodily fluid for testing purposes such as blood and urine, to the Health Sciences Centre, Winnipeg, Manitoba. The standard size for the coolers are 16"x11"x13" (Length x Width x Height).

A local delivery service to transport the coolers to and from local airlines and between Indigenous Services Canada and Health Sciences Centre, and occasionally other locations.

1.2 Statement of Work

The Work to be performed is detailed under Annex A of the resulting contract clauses.

1.3 Security Requirements

1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

1.4 Period of Resulting Contract

The Contract resulting from this Request for Proposals (RFP) process will be from August 1, 2021 to March 31, 2024 with one (1) additional one (1) year option period.

1.5 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

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

Delete: 60 days

Insert: 90 days

2.2 Submission of Bids

Bids (and any amendments thereto) must be submitted **electronically only, in PDF format**, to Indigenous Services Canada (ISC) by the date, time and to the e-mail address indicated on page 1 of the Request for Proposals. Transmission of Bids (and any amendments thereto) submitted by any other means to ISC 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 FPSs, bidders must provide the information required in Annex 1, to Part 5 of the Bid Solicitation, before contract award.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **5** calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

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

2.6 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least **7 days** before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.7 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that bidders submit their bid by email in separate attachments as follows:

Section I: Technical Bid in PDF format.

Section II: Financial Bid in PDF format.

Section III: Certifications in PDF format.

Section IV: Additional Information in PDF format.

Bidders are requested to submit their bid in a single transmission. The total size of the email, including all attachments, must not exceed 10 megabytes (MB). It is solely the Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) page format; and
- (b) use a numbering system that corresponds to the bid solicitation.

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 and describe their approach in a thorough, concise and clear manner for carrying out the work.

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

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Pricing Schedule detailed below under Attachment 1 to Part 3, Pricing Schedule.

3.1.2 Electronic Payment of Invoices – Bid

Indigenous Services Canada (ISC) method of invoices payment is by direct deposit to the Bidder's financial institution of choice.

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.

Section IV: Additional Information

In Section IV of their bid, bidders should provide:

1. their legal name;
2. their Procurement Business Number (PBN);
3. the name of the contact person (provide also this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;
4. For each individual who will require access to classified or protected information, assets or sensitive work sites:
 - 1) the name of the individual;
 - 2) the date of birth of the individual; and
 - 3) if available, information confirming the individual meets the security requirement as indicated in Part 6 - Resulting Contract Clauses.

ATTACHMENT 1 TO PART 3, PRICING SCHEDULE

The Bidder must complete this pricing schedule and include it in its financial bid. The financial evaluation will be based on the sum of the all-inclusive fixed monthly rate price for the Initial Contract Period, including all Option Periods. All price must be in Canadian Dollars (CAD) and must not include applicable taxes.

Contract Period	(A)	(B)	(C)
	Estimated Number of Months	All Inclusive Fixed Monthly Rate \$	Total Cost \$ (A) x (B)
Initial Period Year 1: August 1, 2021 to March 31, 2022	8	\$	\$
Initial Period Year 2: April 1, 2022 to March 31, 2023	12	\$	\$
Initial Period Year 3: April 1, 2023 to March 31, 2024	12	\$	\$
<u>Option Year 1</u> : April 1, 2024 to March 31, 2025	12	\$	\$
Average Fixed Monthly Rate = (C1+C2+C3+C4)/44 (Estimated Number of Months)			\$

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

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

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

Attention Bidders: Write beside each of the criteria the relevant page number(s) from your proposal which addresses the requirement identified in the criteria.

Item	Mandatory Technical Criteria	Reference to proposal (Bidder must insert the page #)	Reserved for ISC	
			Pass	Fail
M1	<p>Company Experience</p> <p>The Bidder must have five (5) years of experience (60 months) in providing courier services on a daily scheduled basis, in Winnipeg, Manitoba, by the closing date of this Request for Proposal (RFP).</p> <p>To demonstrate this experience, the Bidder must provide the following information for each project:</p> <p>a) Short description of the services provided to the client;</p> <p>b) The duration for which the services were rendered, in the following format (day/month/year) to (day/month/year);</p> <p>c) the client reference name, title, organization name, telephone number and email address for whom the services were provided. The Project Authority may contact the client reference to confirm the information provided by the company.</p> <p><i>ISC reserves the right to contact the named client reference to verify the accuracy and veracity of the information provided in the Bidder's proposal. Should ISC choose to contact the client references and should one (1) or more named reference provide a negative reference regarding the accuracy or veracity of the Bidder's proposal, the proposal will be deemed non-compliant and given no further consideration.</i></p>			

Item	Mandatory Technical Criteria	Reference to proposal (Bidder must insert the page #)	Reserved for ISC	
			Pass	Fail
M2	<p>Personnel Bonded and Licensed</p> <p>The Bidder's service providers must be bonded personnel. The Bidder MUST provide proof that service providers (all proposed personnel) are bonded and licensed.</p>			
M3	<p>Language of Work</p> <p>The Bidder's proposed personnel must be capable of providing English services at the advanced knowledge for Oral and Comprehension.</p> <p>(refer to the Language Proficiency Grid at Annex F).</p>			

4.1.1.2 Point Rated Technical Criteria

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

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

Item	Point-Rated Technical Criteria	Reference to proposal (Bidder must insert the page #)	Maximum points allocated	Points awarded
R1	<p>Company Additional Experience</p> <p>In relation to M1, the Bidder can demonstrate additional experience in providing courier services on a daily schedule basis, in Winnipeg Manitoba.</p> <p>To demonstrate additional experience, the Bidder should provide the following information for each project:</p> <ul style="list-style-type: none"> a) Short description of the services provided to the client; b) The duration for which the services were rendered, in the following format (day/month/year) to (day/month/year); c) The client reference name, title, organization name, telephone number and email address for whom the services were provided. The Project Authority may contact the client reference to confirm the information provided by the company. <p>Points will be awarded as follows:</p> <p>15 + year of experience = 25 points 10 + to 15 years of experience = 15 points 5 + to 10 year of experience = 10 points</p> <p>Experience can be cumulative and must be identified in the following format (day/month/year) to (day/month/year)</p> <p><i>ISC reserves the right to contact the named client reference to verify the accuracy and veracity of the information provided in the Bidder's proposal. Should ISC choose to contact the client references and should one (1) or more named reference provide a negative reference regarding the accuracy or veracity of the Bidder's proposal, the proposal will be deemed non-compliant and given no further consideration.</i></p>		25	

Item	Point-Rated Technical Criteria	Reference to proposal (Bidder must insert the page #)	Maximum points allocated	Points awarded
R2	<p>Proposal Quality</p> <p>Up to ten (10) points will be awarded for presenting a proposal in an organized, clear and logical fashion and in a manner which facilitates a clear and straightforward evaluation, based on the information requested in the RFP as evidenced by the following:</p> <p>a) Five (5) points for writing the narrative portions of the proposal in a clear, concise, and logical fashion;</p> <p>b) Three (3) points for ordering/structuring the proposal to match the order and sequence of the Mandatory and Point-Rated Technical Criteria within the RFP; and</p> <p>c) Two (2) points for including a clear table of contents identifying sections of the Proposal and consecutive page numbering throughout the bid.</p>		10	
Total Maximum Points			35	
Minimum Points Required to Pass			20	

4.1.2 Financial Evaluation

SACC Manual clause [A0220T](#) (2014-06-26) Evaluation of Price – Bid

4.2 Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%)

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum 20 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 35 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.

5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.
8. In the event of more than one (1) bidder has the same Combined Rating, the bidder with the Highest Technical Merit Score will be ranked higher

The table below illustrates an example

Where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	Pricing Score	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27$	$45/45 \times 30 = 30$
Combined Rating		84.18	76.15	77.70
Overall Rating		1st	3rd	2nd

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 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 provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

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

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

5.2.3.2 Education and Experience

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

5.2.3.3 Security Agreement, attached as Annex D.

5.2.3.4 Insurance Specific Requirements

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

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

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

5.2.3.5 Language Certification, attached as Annex F.

5.2.3.6 Annex 1 to Part 5 of the Bid Solicitation – Certification – Former Public Servant

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

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

SECURITY CLAUSES: 1000230310

1. Pursuant to the Policy on Government Security, the nature of the services to be provided under this contract requires a valid Government of Canada (GoC) personnel Security Screening at the level **Reliability Status** for the Contractor, authorized resources and any sub-contractors to be assigned to conduct the work.
2. Prior to the commencement of the work, the Contractor and each authorized resources involved in the performance of the work under this contract must each hold a valid Security Screening at the level **Reliability Status** during the lifetime of the contract.
3. The Contractor and its personnel requiring access to **PROTECTED** information, assets or sensitive work site(s) must EACH hold a valid Security Screening at the level of **Reliability Status**.
4. The Contractor MUST NOT possess or safeguard **PROTECTED** information/assets at their organization's premises
5. The Contractor MUST NOT remove any **Sensitive** information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restrictions.
6. Subcontracts are not to be awarded without the prior written permission from the security in contracting team of ISC.
7. Any substitute or alternate resource proposed for this contract:
 - a) must be approved by the Security and Emergency Services Divisions of Indigenous Services Canada; and,
 - b) must hold a valid GoC Security Screening at the level of **Reliability Status**, before gaining access to designated information or assets.
8. Under this contract, if a Contractor submits a resource who is subsequently found to not meet the Security requirements, the Department may immediately terminate the contract with no obligation to replace the resource with a resource from the same Contractor or to pay any invoice for work undertaken by this resource.
9. This contract only has force or effect for as long as the Security Screening at the level of **Reliability Status** is valid. During the lifetime of this contract, if the Security Screening issued prior to the commencement of the work, be suspended or revoked the contract shall be terminated immediately and the Contractor shall have no claim against Her Majesty or the Minister as a result of the termination. The Contractor shall be paid for satisfactory work performed up to the time of termination pursuant to the terms of the Contract.
10. The Contractor must comply with the provisions of the:

- a) Policy on Government Security <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578> and
- b) Security agreement, attached as Annex: D.

6.1.1.2 The Company Security Officer must ensure through the [Contract Security Program](#) that the Contractor and individuals hold a valid security clearance at the required level of document safeguarding capability.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

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

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2024 inclusive.

6.4.3 Option to Extend the Contract

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

Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Christine Madore
Title: Senior Procurement Expert
Department: Indigenous Services Canada
Directorate: Materiel and Assets Management
Address: 10 Wellington Street, 13th Floor, Gatineau, Quebec K1A 0H4

Telephone: 873-354-1376
E-mail address: christine.madore@canada.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.

6.5.2 Project Authority (IDENTIFIED AT CONTRACT AWARD)

The Project Authority for the Contract is:

Name: _____
Title: _____
Department: _____
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.

6.5.3 Contractor's Representative (IDENTIFIED AT CONTRACT AWARD)

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

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

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment

6.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ **(IDENTIFIED AT CONTRACT AWARD)**. Customs duties are and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not

perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or
- b. four months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.7.3 Method of Payment - Monthly Payment

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

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

6.7.4 SACC Manual Clauses

[A9117C](#) (2007-11-30) T1204 – Direct Request by Customer Department

6.7.5 Electronic Payment of Invoices – Contract

Method of invoice payment by Indigenous Services Canada (ISC) is by direct deposit to the Contractor's financial institution of choice.

If not registered for direct deposit payments, to enable payment, the Contractor must complete the Electronic Payment Request Form (https://www.aadnc-aandc.gc.ca/DAM/DAM-INTER-HQ/STAGING/texte-text/20-545_1362495227097_eng.pdf) and submit the form to the address provided.

6.8 Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of the release document and any other documents as specified in the Contract.

2. Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor - Removed

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions [2010C](#) (2020-05-28), Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) Annex D, Security Agreement;
- (g) Annex E, Insurance Requirements, Commercial General Liability Insurance; and
- (h) the Contractor's bid dated **(IDENTIFIED AT CONTRACT AWARD)**.

6.12 Transportation of Dangerous Goods/Hazardous Products

The Contractor must obtain the authorization from the Department of Transport to transport dangerous goods/hazardous products before the carrier may accept a charter involving the transportation of dangerous goods/hazardous products.

6.13 Insurance – Specific Requirements

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for

Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

6.14 Joint Venture (if applicable)

The contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members: (list all the joint venture members named in the contractor's bid).

With respect to the relationship among the members of the joint venture contractor, each member agree, represents and warrants (as applicable) that:

1. _____ has been appointed as the "representative member" of the joint venture contractor and has full authority to act as agent for each member regarding all matters relating to the contract;
2. By giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor;
3. All payments made by Canada to the representative member will act as a release by all the members.

All the members agree that Canada may terminate the contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the work in any way.

All the members are jointly and severally or solidarily liable for the performance of the entire contract.

The contractor acknowledges that any change in the membership of the joint venture (i.e. a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject of the assignment provisions of the general conditions.

6.15 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

ANNEX "A"
STATEMENT OF WORK

SW1 TITLE

Weekly Courier Services

SW2 INTRODUCTION

The Department of Indigenous Services Canada (ISC) in Winnipeg, Manitoba requires courier services for the provision of delivery services. Those services include all labour, materials, equipment, transportation and supervision.

SW3 SCOPE OF THE REQUIREMENT

In addition to picking up interoffice mail and delivery of mail to airlines, the department requires:

- 3.1 Additional scheduled runs to meet all requirements of 391 York Avenue as outlined under SW6 Nursing Stations in Manitoba ship coolers containing laboratory (lab) specimens such as swab samples, vials of bodily fluid for testing purposes such as blood and urine, to the Health Sciences Centre, Winnipeg, Manitoba. The standard size for the coolers are 16"x11"x13" (Length x Width x Height).
- 3.2 A local delivery service to transport the coolers to and from local airlines and between Indigenous Services Canada and Health Sciences Centre, and occasionally other locations.

SW4 OBJECTIVES OF THE REQUIREMENT

- 4.1 The Contractor must ensure that specimens in coolers are processed within specific time frames described under SW6.
- 4.2 Due to the viability of the lab specimens, there can be no avoidable delivery days in Winnipeg and St. Andrews, Manitoba.

SW5 BACKGROUND, ASSUMPTIONS AND SPECIFIC SCOPE OF THE REQUIREMENT

- 5.1 Diagnostic Services of Manitoba has instructed First Nations and Inuit Health Branch that effective June 19, 2006, laboratory testing will no longer be done out of Western Regional Laboratory in Brandon, Manitoba.
- 5.2 This testing is now done at Health Sciences Centre, Central Accessioning, 820 Sherbrook Street, Winnipeg, Manitoba.
- 5.3 The following communities will be sending in samples: Bloodvein, Little Grand Rapids, Pauingassi, Poplar River, Garden Hill, Red Sucker Lake, St. Theresa Point, Berens River, Norway House, Wasagamack, Cross Lake and Percy Moore Hospital and will have scheduled pick-ups and deliveries at airlines as outlined under SW6.

SW6 TASK, ACTIVITIES, DELIVERABLES AND MILESTONES

The Contractor will provide courier services delivery according to the following schedules:

6.1 Daily

- 6.1.1 Pick up at Main Downtown Postal Distribution Outlet at 404 McDermot Avenue, Winnipeg, Manitoba R3A 0A8, and Frances Street @ 8:30 AM daily to go to 300-391 York Avenue.
- 6.1.2 Pick up at 300-391 York Avenue @ 3:30 PM daily to go to the Main Downtown Postal Distribution Outlet at McDermot Ave. and Frances Street

6.2 Every day from Monday to Friday (Every Week)

- 6.2.1 7:45 AM pick up empty coolers at Health Sciences Center, Central Accessioning MS5, 820 Sherbrook Street, Winnipeg, Manitoba and deliver to warehouse located at 391 York Avenue, Winnipeg, Manitoba. (Shipping and Receiving).
- 6.2.2 3:30 PM pick up at Perimeter Air Cargo, 626 Ferry Road Winnipeg, Manitoba and transport coolers containing lab specimens and deliver full coolers to Health Sciences Center, Central Accessioning MS5, 820 Sherbrook Street, Winnipeg, Manitoba.
- 6.2.3 5:30 PM pick up at Northway Airlines at St. Andrews Airport, transport coolers containing lab specimens and deliver full coolers to Health Sciences Center, Central Accessioning MS5, 820 Sherbrook Street, Winnipeg, Manitoba.
- 6.2.4 6:30 PM pick up at Perimeter Airlines at Winnipeg Airport to go to Health Sciences Center, Central Accessioning MS5, 820 Sherbrook Street, Winnipeg, Manitoba.

6.3 Mondays, Wednesdays and Fridays (Every Week)

- 6.3.1 Between 9:00 AM and 10:00 AM pick up empty coolers & envelopes from warehouse located at 391 York Avenue, Winnipeg, Manitoba. (Shipping and Receiving) and deliver to either Northway Airlines, St. Andrews, Manitoba airport or Perimeter Airlines, Winnipeg, Manitoba airport (or both) as required.

6.4 Statutory Holidays

- 6.4.1 The following days are listed as Statutory Holidays, and there will be no pick-ups required as the Warehouse (basement) and the Reception (3rd Floor) at 391 York Ave, Winnipeg, MB will be closed and will not be available to receive or send out:

- New Year's Day - January 1st
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day – July 1st
- Civic Day (1st Monday in August)
- Labour Day (1st Monday in September)
- Thanksgiving (2nd Monday in October)
- Remembrance Day - November 11

- Christmas Day – December 25
- Boxing Day – December 26

SW7 METHOD AND SOURCE OF ACCEPTANCE

The Contractor must contact the Project Authority if there are any problems with scheduled delivery services. If there are any problems brought to the attention of Indigenous Services Canada, the departmental representative will contact the contractor to address concerns.

SW8 REPORTING REQUIREMENTS

The contractor will submit to the Project Authority a written monthly usage report including volume of shipments and number of pick up and deliveries.

SW9 PROJECT MANAGEMENT CONTROL PROCEDURES

- 9.1 All of the scheduled deliveries under SW6 will be reviewed by the Project Authority after 30 days from contract award. A monthly review of the schedule will be conducted by Indigenous Services Canada. A 'Delivery Log' in an Excel format (refer to Appendix 1 to Annex A) is to be completed by the Contractor and to be remitted with the monthly invoices.
- 9.2 The frequencies or specific services may be adjusted due to usage. In the event of change in Airline schedules as the times are subject to change, an amendment may be raised in the event of unforeseen changes.
- 9.3 The individual identified in the contract as the Project Authority shall:
 - 9.3.1 Ensure schedule identified is maintained.
 - 9.3.2 Monitor funds identified in contract are adequate for duration of the contract.
 - 9.3.3 Be the point of contact between Indigenous Services Canada and contractor for the duration of the contract. And
 - 9.3.4 be responsible for any reporting that may be required

SW10 CHANGE MANAGEMENT PROCEDURES

Any changes to the scope of work recommended by the contractor must be forwarded to the Project Authority in writing. If recommended changes are accepted and approved by the Project Authority and Contracting Authority the proposed changes must be in writing and contract will be amended by the contracting authority.

SW11 INDIGENOUS SERVICES CANADA OBLIGATIONS

The point of contact between the contractor and Indigenous Services Canada will be the Project Authority and will address any scope of work questions.

SW12 CONTRACTOR'S OBLIGATIONS

To meet the requirements set out in this Statement of Work and the resulting contract.

SW13 LOCATION OF WORK, WORK SITE AND DELIVERY POINT

The work will take place within the city of Winnipeg, Manitoba and the municipality of St. Andrews, Manitoba.

The contractor will be responsible for contents within its possession from point of receipt to point of delivery. Due to existing workload and deadlines, all personnel assigned to this contract must be ready to work in close and frequent contact with the Departmental Representative and other departmental personnel.

SW14 LANGUAGE OF WORK

All correspondence between the contractor and Indigenous Services Canada shall be in English.

SW15 SPECIAL REQUIREMENTS

The Contractor's drivers must possess valid Driver's License.

SW16 INSURANCE REQUIREMENTS

The Contractor shall provide a valid Certificate of Insurance coverage (refer to Annex E).

APPENDIX 1 TO ANNEX "A"

DELIVERY LOG

Consult the attachments (Table in Excel Format) section of the RFP on <https://buyandsell.gc.ca/>

The actual document in Excel Format will be provided upon Contract award.

ANNEX "B"
BASIS OF PAYMENT

A – Initial Contract Period: From August 1, 2021 to March 31, 2024

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

The Contractor will be paid an all inclusive fixed monthly rate as follows:

Contract Period	Estimated Number of Months	All Inclusive Fixed Monthly Rate \$	Total Estimated Cost \$
Initial Period Year 1: August 1, 2021 to March 31, 2022	8	\$	\$
Initial Period Year 2: April 1, 2022 to March 31, 2023	12	\$	\$
Initial Period Year 3: April 1, 2023 to March 31, 2024	12	\$	\$

A – Initial Contract Period - Total Estimated Cost: \$_____ (IDENTIFIED AT CONTRACT)

Definition of Monthly Rate /Proration

For the purpose of this Contract, payment will be for days of the work schedule actually worked with no provision for annual leave, statutory holidays and sick leave. In the event that Canada request work on a partial basis and not on a regular basis due to special conditions (such as closure of operations, etc.), the monthly rate will be adjusted to reflect the actual time worked during the month by adjusting the monthly rate in accordance with the following formula:

Time worked = # of working days requested by Canada / # of days in the month schedule.

Monthly rate will be prorated to reflect actual time work as follows:

Adjusted Monthly Rate = Time Worked x Monthly Rate

Example:

Monthly Rate: \$1,000.00

of days in the month schedule: 20 days

of working days requested by Canada: 5 days

Time worked: 5 days / 20 days = 0.25

Adjusted Monthly Rate = 0.25 x 1000.00 = 250.00

B - Option to Extend the Term of the Contract

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

B1 Extended Contract Period (From April 1, 2024 to March 31, 2025)

The Contractor will be paid an all inclusive fixed monthly rate as follows:

Contract Period	Estimated Number of Months	All Inclusive Fixed Monthly Rate \$	Total Estimated Cost \$
Option Year 1: April 1, 2024 to March 31, 2025	12	\$	\$

B1 - Total Estimated Cost: \$_____ (IDENTIFIED AT CONTRACT)

Definition of Monthly Rate /Proration

For the purpose of this Contract, payment will be for days of the work schedule actually worked with no provision for annual leave, statutory holidays and sick leave. In the event that Canada request work on a partial basis and not on a regular basis due to special conditions (such as closure of operations, etc.), the monthly rate will be adjusted to reflect the actual time worked during the month by adjusting the monthly rate in accordance with the following formula:

Time worked = # of working days requested by Canada / # of days in the month schedule.

Monthly rate will be prorated to reflect actual time work as follows:

Adjusted Monthly Rate = Time Worked x Monthly Rate

Example:

Monthly Rate: \$1,000.00

of days in the month schedule: 20 days

of working days requested by Canada: 5 days

Time worked: 5 days / 20 days = 0.25

Adjusted Monthly Rate = 0.25 x \$1,000.00 = \$250.00

ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST



Affaires autochtones et
Développement du Nord Canada

Aboriginal Affairs and
Northern Development Canada

Contract Number / Numéro du contrat

1000230310

Security Classification / Classification de sécurité
Unclassified

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

PART A – CONTRACT INFORMATION / PARTIE A – INFORMATION CONTRACTUELLE																																																																							
1. Branch / Sector / Directorate / Region / Direction générale / Secteur / Direction / Région Indigenous Services Canada First Nations and Inuit Health Branch	2. Contract type / Type de contrat Non-Competitive / Non-compétitif <input type="checkbox"/> Type : Competitive / Compétitif <input checked="" type="checkbox"/>																																																																						
3. Brief Description of Work / Brève description du travail Courier Services for FNIBH (Nursing Stations)																																																																							
4. Contract Amount / Montant du contrat to be identified at contract award	6. Company Name and Address (for non-competitive contract only) / Nom et adresse de la compagnie (pour les contrats non-compétitifs seulement) :																																																																						
5. Contract Start and End date / Date de début et de fin du contrat August 1, 2021 to / au March 31, 2024																																																																							
7. Will the supplier require / Le fournisseur aura-t-il :																																																																							
7.1 access to PROTECTED and/or CLASSIFIED information or assets? accès à des renseignements ou à des biens désignés PROTÉGÉS et/ou CLASSIFIÉS?	No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Non Oui																																																																						
7.2 an access card to AANDC premises? besoin d'une carte d'accès aux bureaux d'AANDC?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Non Oui																																																																						
7.3 access to the departmental computer network? accès au réseau informatique du Ministère?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Non Oui																																																																						
(If the answer is No to all three questions, go to Part D / Si la réponse est Non aux trois questions, allez à la Partie D)																																																																							
PART B – SAFEGUARDS OFF-SITE (COMPANY) / PARTIE B – MESURES DE PROTECTION À L'EXTÉRIEUR (COMPAGNIE)																																																																							
PHYSICAL INFORMATION / ASSETS / RENSEIGNEMENTS MATÉRIELS / BIENS																																																																							
8. Will the supplier be required to receive/store PROTECTED and/or CLASSIFIED information/assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir /entreposer sur place des renseignements/biens PROTÉGÉS et/ou CLASSIFIÉS?																																																																							
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Non Oui																																																																							
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)																																																																							
9.1 Will the supplier be required to use its computers, portable media, or IT systems to electronically process/store sensitive information? Le fournisseur sera-t-il tenu d'utiliser ses propres ordinateurs, médias portatifs ou systèmes TI pour traiter/stocker électroniquement des renseignements sensibles?																																																																							
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Non Oui																																																																							
9.2 Will the supplier be required to electronically transmit sensitive information to/from the Department or with other parties? Le fournisseur sera-t-il requis de transmettre électroniquement de l'information sensible au/à partir du Ministère ou avec d'autres parties?																																																																							
If yes, specify: / Si oui, spécifiez :																																																																							
a) Email transmission / Transmission par courrier électronique :	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Non Oui																																																																						
b) Other transmission (Secure FTP, Collaboration, etc) / Autre transmission (FTP sécurisé, collaboration, etc) :	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Non Oui																																																																						
c) Remote access required to AANDC network (VPN, Citrix) / Besoin de connexion à distance au réseau d'AANDC (VPN, Citrix) :	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Non Oui																																																																						
9.3 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* ?																																																																							
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Non Oui																																																																							
* Handling equipment and measures for secure transmission and emission (cryptographic, secure fax/phone) / Manipulation de l'équipement et des mesures sécuritaires pour fin de transmission et émissions (cryptographie, téléphone/télocopieur sécuritaire)																																																																							
10. SUMMARY CHART / TABLEAU RÉCAPITULATIF																																																																							
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11.1 Personnel Security Screening Level Required: / Niveau d'enquête de la sécurité du personnel requis :																																																																							
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11.2 May unscreened personnel be used for portions of work? / Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?																																																																							
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> N/A / Non requis Non Oui																																																																							
12. 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?																																																																							
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Non Oui																																																																							

This signature page will be added upon Contract award
Cette page de signature sera ajoutée à l'octroi du contrat

ANNEX "D"

SECURITY AGREEMENT

I, _____ (Contractor) and authorized resources will fulfill the duties as contractor working under the contract _____, as set out below, to the best of our abilities.

1. Will abide by all of Indigenous Services Canada (ISC) security clauses included in this contract. Acknowledge receipt and understand these existing clauses and requirements, and promise to familiarize with any amendments to them, forthwith after receipt of such amendments.
2. Understand and agree that information received in the process of performing our duties in relation to this contract is subject to the Policy on Government Security and may be also subject to the Privacy Act, and will remain the property of CIRNAC/ISC. Without the prior written authorization of CIRNAC/ISC or of the person to whom the information relates, this information can only be viewed by myself and authorized resources and may only be used for the purposes of this contract on behalf of CIRNAC/ISC.
3. Agree to notify ISC authorities of any unauthorized access, disclosure or misuse of the sensitive information of which we become aware and will provide full details of the incident immediately noting the corrective action taken to prevent a recurrence of the incident.
4. Understand and agree that any additional resources authorized to perform work under this contract will also abide by all of ISC security clauses and requirements included in this contract.

I, the undersigned, UNDERSTAND, AGREE AND CONSENT TO COMPLY WITH THE ABOVE:

DATE: _____

SIGNED: _____

PRINT NAME: _____

CIRNAC/ISC Project Authority:

DATE: _____

SIGNED: _____

PRINT NAME: _____

ANNEX "E"

INSURANCE REQUIREMENTS – 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 \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - 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.

ANNEX "F"

LANGUAGE CERTIFICATION

Language levels are not assessed, however the Bidder must sign and submit with their bid or prior to Contract award, the Language Certification.

- 1) The personnel must be capable of providing Services in English;

- 2) The Bidder certifies that, should it be authorized to provide services under any Contract for Work, all personnel qualified must be capable of providing English services at the advanced knowledge (refer to Language Proficiency Grid below) for Oral Communication and Comprehension.

Signature

Date

LANGUAGE PROFICIENCY GRID

Level	Oral Communication	Comprehension	Written Communication
Basic knowledge	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> • ask and answer simple questions; • give simple instructions; • give uncomplicated directions relating to common work situations. 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> • fully understand very simple texts; • grasp the main idea of texts about familiar topics; • read and understand basic information, such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> • write isolated words, phrases, simple statements or questions on very familiar topics using words indicating the time, place or person.
Intermediate knowledge	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> • hold a conversation on concrete topics; report on actions taken; • give straightforward instructions to employees; • provide factual descriptions and explanations. 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> • grasp the main idea of most work-related texts; • identify specific details; • distinguish main from secondary ideas. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> • deal with explicit information on work-related topics with a sufficient mastery of grammar and vocabulary.
Advanced knowledge	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> • support opinions; and understand and express hypothetical and conditional ideas. 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> • understand most complex details, inferences and nuances in meaning; • have a good understanding of specialized or less familiar material. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> • write texts where ideas are developed and presented in a coherent manner.

ANNEX “1” to PART 5 OF THE BID SOLICITATION
CERTIFICATION – FORMER PUBLIC SERVANT

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 FPSs, 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. T

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 FPSs 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.

Name (printed): _____

Signature: _____

Date: _____