



**RETURN BID TO/ RETOURNER LES
SOUMISSIONS À :**

**Request for Standing Offer
Demande d'offres à commandes**

**Proposal to: Canada Border Services Agency
(CBSA)**

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 à : l'Agence des services frontaliers
du Canada (ASFC)**

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 appendices ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments — Commentaires :
THIS DOCUMENT CONTAINS A SECURITY
REQUIREMENT — LE PRÉSENT DOCUMENT
COMPORTE UNE EXIGENCE EN MATIÈRE DE
SÉCURITÉ**

Issuing Office – Bureau de distribution
CBSA / ASFC
355 Ch. North River Road, 17th Floor – 17^{ième} étage
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Title — Sujet: CBSA RFSO - Translation and Editing Services	
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Solicitation Closes — L'invitation prend fin	Time Zone — Fuseau horaire
At /à: 2:00 p.m. (hours/heures) On/le : May 16th, 2022	<input checked="" type="checkbox"/> EST (Eastern Standard Time)/ HNE (heure normale de l'Est) <input type="checkbox"/> EDT (Eastern Daylight Saving Time)/HAE (heure avancée de l'Est)
F.O.B. — F.A.B.	
Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other — Autre: <input checked="" type="checkbox"/>	
Address Enquiries to — Adresser toutes questions à: All communications related to this solicitation must be sent to: EMAIL: CBSA-ASFC Solicitations- Demandes de soumissions@cbsa-asfc.gc.ca	
Attn: Stephanie Nachar	
Telephone No. — No de téléphone: 343-551-6902	FAX No. — No de télécopieur : N/A
Destination - of Goods and or Services: Destination – des biens et ou services : Canada Border Services Agency (CBSA) — Agence des services frontaliers du Canada (ASFC)	

Instructions: See Herein — Voir aux présentes

Delivery Required — Livraison exigée See herein — voir aux présentes	Delivery Offered — Livraison proposée
Vendor/Firm Name and Address — Raison sociale et adresse du fournisseur/de l'entrepreneur:	
Telephone No. — No 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



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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

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

1.2 Summary

1.2.1 The Canada Border Services Agency (CBSA) requires the services of Canadian English-French and French-English translators to ensure high-quality bilingual products and communications, business efficiency and cost efficiency. The CBSA as a whole is responsible for ensuring Canada's security and prosperity. This includes providing integrated services that support national security and safety priorities. With each Branch performing their roles within the Agency, the Branches are required to create a variety of documents in both official languages. These documents need to be detailed, technically accurate and clear, to be shared with audiences within and outside of the individual Branches, and to be prepared and communicated on short timelines.

This service will be needed over a three (3) year period divided in accordance with the Call-up procedure set out in the Standing Offer among all Offerors' qualified in the following services:

- translation;
- source text editing; and
- comparative editing.

1.2.2 The purpose of this RFSO is to select a maximum of two (2) Suppliers to provide translation and/or source text editing and/or comparative editing services as and when requested as described in the Statement of Work in Annex A

SOAs	Estimated Financial Limitation for Each SOA Taxes included	Limitation per Call-ups taxes included
Standing Offer Agreement "A"	\$2,250,000.00*	\$400,000.00
Standing Offer Agreement "B"	\$1,500,000.00**	\$400,000.00

*60% of CBSA's Departmental limitation of expenditure of \$3,750,000.00

**40% of CBSA's Departmental limitation of expenditure of \$3,750,000.00



1.3 Security Requirements

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

1.4 Debriefings

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

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

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

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



PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

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

Delete: 60 days

Insert: 90 days

2.2 Submission of Offers

Offers must be submitted only to Bid Receiving Unit email address indicated on page 1 of the RFSO.

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

2.3 Former Public Servant

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

Definitions

For the purposes of this clause,

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

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

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

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



[Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

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

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 5 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

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



2.6 Bid Challenge and Recourse Mechanisms

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



PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

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

- Section I: Technical Bid (one (1) electronic copy in PDF searchable format)
- Section II: Financial Bid (one (1) electronic copy in PDF searchable format)
- Section III: Certifications (one (1) electronic copy in PDF searchable format)
- Section IV: Additional Information (one (1) electronic copy in PDF searchable format)

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

Offers transmitted by epost Connect service and by facsimile will not be accepted.

Section I: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Basis of Payment detailed below in Annex "B".

3.1.1 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Attachment "1" to Part 3 - Electronic Payment Instruments, to identify which ones are accepted.

If Attachment "1" to Part 3 - 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.

3.1.2 Exchange Rate Fluctuation

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

Section III: Certifications

Offerors 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 Part 2, article 2.3, Former Public Servant, of the bid solicitation: the required answer to each question; and, if the answer is yes, the required information;
5. for Part 6, article 6.1, Security Requirement, of the bid solicitation:
 - a) for each individual who will require access to classified or protected information, assets or sensitive worksites:
 - 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 7 - Resulting Contract Clauses;



3.1.3 Offeror's Proposed Sites or Premises Requiring Safeguarding Measures

3.1.3.1 As indicated in Part 6 under Security Requirements, the Offeror must provide the full addresses of the Offeror's and proposed individuals' sites or premises for which safeguarding measures are required for Work Performance:

Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country

3.1.3.2 The Company Security Officer must ensure through the Contract Security Program that the Offeror and proposed individual(s) hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

The offer must meet the mandatory technical criteria specified below.

- The Offeror must provide the necessary documentation to support compliance with this requirement.
- Mandatory requirements are evaluated on a simple pass or fail basis. Failure by an Offeror to meet any one of the mandatory requirements will render the Offeror's proposal non-responsive and will not be given further consideration. The treatment of mandatory requirements in any procurement process is absolute. Each mandatory technical criterion should be addressed separately.

CORPORATE EXPERIENCE			
Criterion Reference	Mandatory Criteria	Cross reference to proposal	Compliant YES/NO
M.1	The Contractor must demonstrate that the company has a minimum of five (5) years of experience providing translation services by submitting a brief summary of the company's history		
M.2	<p>The Contractor must provide a detailed description of two (2) contracts with a minimum value of \$200K, in which the Contractor has demonstrated experience leading Translation & Editing Services requirements within the Government of Canada (French and English vocabulary).</p> <p>Contractors must provide the following details as to how the stated experience was met:</p> <ol style="list-style-type: none"> 1. Contract description and deliverables; 2. Contract start and end date; 3. The client organization including their industry and the name of the authorized client representative for whom the work was directly performed along with their contact information. <p>Client contacts provided for referenced projects may be contacted by CBSA to validate the information provided by bidders.</p>		
M.3	The Contractor must hold at the minimum, a Reliability Level Clearance (CISD) by bid closing and must have the capability of sending and receiving encrypted emails. The contractor must include its CISD clearance information with their proposal.		
M.4	The Contractor must describe which Virus Detection Software is installed on their computers.		
METHODOLOGY			



Criterion Reference	Mandatory Criteria	Cross reference to proposal	Compliant YES/NO
M.5	<p>The Contractor must submit a Quality Assurance Control process that must carefully address all elements with sufficient details as it relates to their approach to ensure quality assurance, consistency of terminology and timely delivery.</p> <p>The Contractor will ensure the language and terminology is consistent throughout the requests, as well as all page numbers, tables, figures, etc., as provided in the original documents.</p>		
RESOURCES EXPERIENCE			
Criterion Reference	Mandatory Criteria	Cross reference to proposal	Compliant YES/NO
M.6	<p>The Contractor must propose a team of a minimum of three (3) resources and must demonstrate that the proposed resources possess a Bachelor degree in translation (English and/or French).</p> <p>The Contractor must demonstrate the proposed resources meet the requirement by providing the following:</p> <ol style="list-style-type: none"> 1. Proof of Education 2. Resume 		
M.7	<p>The Contractors must demonstrate that all the proposed resources possess computer skills using MS Office with Word, PowerPoint, Excel and Outlook.</p> <p>Contractors must provide the following examples as to how the stated experience was met:</p> <ol style="list-style-type: none"> 1. Project description and deliverables; 2. Project start and end date; 3. The role and responsibilities of the firm; and 4. The client organization including the industry and the name of the authorized client representative for whom the work was directly performed, along with their contact information. <p>Client contacts provided for referenced projects may be contacted by CBSA to validate the information provided by bidders.</p>		

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offers with the two (2) lowest evaluated price will be recommended for issuance of a standing offer as follows:

- Standing Offer "A" will be awarded 60% of the Standing Offer maximum limitation of expenditure value.
- Standing Offer "B" will be awarded 40% of the Standing Offer maximum limitation of expenditure value.

Please note that, for the purpose of the evaluation, the total price per words will be calculated by adding all the fixed prices for regular and urgent requirements including the option years.

In the event of a tie regarding the lowest total bid price, the offeror with the most experience in the Translation Services industry will be awarded Standing Offer "A".



Example of calculation :

Offeror 1

Category	<i>Initial contract Period (From contract award until 2 years later)</i>	<i>Option 1</i>	<i>Option 2</i>
Translation Services(Regular)	\$0.20/word	\$0.22/word	\$0.24/word
Translation Services(Urgent)	\$0.30/word	\$0.32/word	\$0.34/word

Offeror 2

Category	<i>Initial contract Period (From contract award until 2 years later)</i>	<i>Option 1</i>	<i>Option 2</i>
Translation Services(Regular)	\$0.15/word	\$0.20/word	\$0.25/word
Translation Services(Urgent)	\$0.25/word	\$0.35/word	\$0.45/word

Offeror 3

Category	<i>Initial contract Period (From contract award until 2 years later)</i>	<i>Option 1</i>	<i>Option 2</i>
Translation Services(Regular)	\$0.20/word	\$0.21/word	\$0.22/word
Translation Services(Urgent)	\$0.35/word	\$0.40/word	\$0.45/word

Calculation Offeror 1 = 0.20 + 0.22 + 0.24 + 0.30 + 0.32 + 0.34 = 1.62

Calculation Offeror 2 = 0.15 + 0.20 + 0.25 + 0.25 + 0.35 + 0.45 = 1.65

Calculation Offeror 3 = 0.20 + 0.21 + 0.22 + 0.35 + 0.40 + 0.45 = 1.83

Offeror 3 is disqualified – Offeror 2 wins contract A – Offeror 1 wins Contract B



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Offer

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.1.2 Additional Certifications Required with the Offer

Offerors must submit the required certifications as per the mandatory technical criteria as part of their offer

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

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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



5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 Status and Availability of Resources

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

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



PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

1. At the Request for Standing Offers closing date, the following conditions must be met:
 - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
 - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive worksites must meet the security requirements as indicate in Part 7A - Standing Offer;
 - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive worksites;
 - (d) the Offeror's proposed location of workperformance and document safeguarding must meet the security requirements as indicated in Part 7A - Standing Offer;
 - (e) the Offeror must provide the addresses of proposed sites or premises of workperformance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. For additional information on security requirements, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.
3. **Additional CBSA Security Requirement**

The CBSA will conduct its own personnel Reliability Status assessment on the recommended Bidder / Contractor* and its personnel as per the Treasury Board Secretariat of Canada's (TBS) "Security and Contracting Management Standard" and the Policy on Government Security – Personnel Security Standard, irrespective of whether such assessment has already been conducted under any such policies. The Reliability Status assessment conducted by the CBSA will include a credit check performed by an authorized secure official with CBSA's "Personnel Security Screening Section"(PSSS), which is independent of the Public Works and Government Services Canada's (PWGSC), "Canadian Industrial Security Directorate" (CISD) and the "International Industrial Security Directorate" (IISD).

At the request of the Contracting Authority and within a specified timeframe, the Bidder / Contractor may be required to have each proposed resource submit to fingerprinting and a security check via the CBSA's electronic PSSS portal.

Until the credit check, fingerprinting** (if required) and all other security screening processes required by this Request for Proposal have been completed and the recommended Bidder / Contractor and its personnel are deemed suitable by the CBSA, no contract will be awarded and the recommended Bidder / Contractor and its 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.

In the event the recommended Bidder / Contractor and its personnel are not deemed suitable following the security screening process required by the CBSA, the said recommended Bidder / Contractor's bid will be deemed non-compliant and the next ranked Bidder / Contractor will be contacted. If only one bid was obtained and the recommended Bidder / Contractor does not meet the security requirement, then, the Contracting Authority will determine the next steps.

**In the case of a joint venture Bidder / Contractor, each member of the joint venture must meet the security requirements.*

***Fees are applicable. Fingerprinting, if required, will be at the Bidder / Contractor's cost.*



PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirements

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE No. 1000358054

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B., issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CSP, PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED B
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - (b) *Contract Security Manual* (Latest Edition)

CBSA Security Requirement clause

As a law enforcement agency, the Canada Border Services Agency (CBSA) is responsible for providing integrated border services that support national security and public safety priorities. Consequently, the CBSA will conduct security verifications as per the Treasury Board Secretariat of Canada's (TBS) Security and Contracting Management Standard, and the Policy on Government Security – Standard on Security Screening. **CBSA security screening activities include verifying PSPC Online Industrial Security Services (OLISS) portal to confirm PSPC security screening status or clearance, and agency-specific indices checks via CBSA internal intelligence databases.** An authorized official with CBSA's Personnel Security Screening Unit performs the security screening activities. Therefore, each proposed resources must complete the electronic [CBSA Personnel Screening, Consent and Authorization Form](#)

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

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



7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is from award to three (3) years later inclusive.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Stephanie Nachar
Title: Procurement Officer
Organization : Canada Border Services Agency (CBSA)
Address: 355 North River Road
17th Floor, Tower B, Ottawa, Ontario
Telephone: 343-551-6902
E-mail address: stephanie.nachar@cbsa-asfc.gc.ca

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

7.5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

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

7.5.3 Offeror's Representative

Name:
Title:
Organization :
Address:

Telephone:
E-mail address:

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

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

Definitions

For the purposes of this clause,



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

- e. an individual;
- f. an individual who has incorporated;
- g. a partnership made of former public servants; or
- h. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

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

7.7 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer are Canada Borders Services Agency's procurement officer's only.



7.8 Call-up Procedures

Non-competitive call-ups:

Two (2) Standing Offers will be authorized for use but no ranking is established. The authorized call-up authority may choose whichever SO to use.

(Parameters to guide the authorized users in the selection of one of the standing offers will be determined at SO Award and divided per the Agency's different branches.)

7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below

Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.

1. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer
 - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
 - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
 - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)or

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

7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$ 400,000.00 (Applicable Taxes included).

7.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$(*Insert at Standing Offers Award*) (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 3 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

7.12 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2005](#) (2017-06-21), General Conditions - Standing Offers - Goods or Services
- e) the general Conditions [2035](#) (2021-12-02) - Higher Complexity - Services
- f) Annex A, Statement of Work ;



- g) Annex B, Basis of Payment ;
- h) Annex C, Security Requirements Check List
- i) Attachment "1" to Annex C, Security guide;
- j) the Offeror's offer dated _____ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s) if applicable*).

7.13 Certifications and Additional Information

7.13.1 Compliance

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

7.14 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*insert the name of the province or territory as specified by the Offeror in its offer, if applicable*).

7.15 Transition to an e-Procurement Solution (EPS)

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

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

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

B. RESULTING CONTRACT CLAUSES

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

7.1 Security Requirements (If applicable)

Select option 1 or 2 below, as applicable, whether or not security requirements are associated with the requirement and the applicable clauses provided by the Industrial Security Program (ISP).

OPTION 1
There are security requirements associated with the requirement.

OPTION 2 – Call-ups requiring translation up to Protect B (Reliability). Translations requiring a security clearance above Protect B – Reliability can not be done under this RFSO.

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

Insert Applicable clauses at Call up award, if applicable

7.1.2 ADDITIONAL SECURITY REQUIREMENT

The CBSA will conduct its own personnel Reliability Status assessment on the recommended Bidder / Contractor* and its personnel as per the Treasury Board Secretariat of Canada's (TBS) "Security and Contracting Management Standard" and the Policy on Government Security – Personnel Security



Standard, irrespective of whether such assessment has already been conducted under any such policies. The Reliability Status assessment conducted by the CBSA will include a credit check performed by an authorized secure official with CBSA's "Personnel Security Screening Section"(PSSS), which is independent of the Public Works and Government Services Canada's (PWGSC), "Canadian Industrial Security Directorate" (CISD) and the "International Industrial Security Directorate" (IISD).

At the request of the Contracting Authority and within a specified timeframe, the Bidder / Contractor may be required to have each proposed resource submit to fingerprinting and a security check via the CBSA's electronic PSSS portal.

Until the credit check, fingerprinting** (if required) and all other security screening processes required by this Request for Proposal have been completed and the recommended Bidder / Contractor and its personnel are deemed suitable by the CBSA, no contract will be awarded and the recommended Bidder / Contractor and its 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.

In the event the recommended Bidder / Contractor and its personnel are not deemed suitable following the security screening process required by the CBSA, the said recommended Bidder / Contractor's bid will be deemed non-compliant and the next ranked Bidder / Contractor will be contacted. If only one bid was obtained and the recommended Bidder / Contractor does not meet the security requirement, then, the Contracting Authority will determine the next steps.

**In the case of a joint venture Bidder / Contractor, each member of the joint venture must meet the security requirements.*

***Fees are applicable. Fingerprinting, if required, will be at the Bidder / Contractor's cost.*

OPTION 2

7.2 Statement of Work

The Contractor must provide the items detailed in the call-up against the Standing Offer.

7.3 Standard Clauses and Conditions

7.3.1 General Conditions

[2035](#) (2021-12-02), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.3.2 Supplemental General Conditions

[4007](#) (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The Work is to be performed during the period determined in the Call up against the standing offer.

7.4.2 Delivery Date

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

7.5 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.

7.6 Payment

7.6.1 Monthly Payment



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

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



7.6.2 Basis of Payment

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 \$ _____ (*insert the amount at contract award*). Customs duties are excluded and Applicable Taxes are extra.

7.6.3 Limitation of Expenditure

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

7.6.4 Electronic Payment of Invoices – Call-up

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

- a. Direct Deposit (Domestic and International);

7.7 Invoicing Instructions

The Contractor must send the original and one copy of the invoice to the Technical Authority's paying office (CBSA Finance) at the following location on a monthly basis:

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

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

vendors-fournisseurs@cbsa-asfc.gc.ca

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

Direct Deposit:

The Government of Canada will soon be phasing out federal government cheques; we strongly encourage Businesses that supply goods and services to the Government of Canada to enrol in direct deposit for account payable.

Please contact ca-ci@cbsa-asfc.gc.ca to obtain additional information, to confirm direct deposit enrolment process and the steps to be followed.

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.

7.8 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.



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



1. Title

Translation and Editing Services in Canadian English and Canadian French.

2. Objective

The Canada Border Services Agency (CBSA) requires the services of Canadian English-French and French-English translators to ensure high quality (please refer to section 10.0 Language of Work) bilingual products and communications, business efficiency and cost efficiency.

3. Background

The CBSA as a whole is responsible for ensuring Canada's security and prosperity. This includes providing integrated services that support national security and safety priorities. With each Branch performing their roles within the Agency, the Branches are required to create a variety of documents in both official languages. These documents need to be detailed, technically accurate and clear, to be shared with audiences within and outside of the individual Branches, and to be prepared and communicated on short timelines.

4. Requirement

The Contractor and its proposed resources will be required to provide accurate and thorough translation & editing services in both Canadian English and Canadian French languages for all types of documents ranging from UNCLASSIFIED up to and including PROTECT B. The volume of work and timelines may fluctuate, but the expectation will be timely delivery of accurately translated documentation.

The CBSA seeks to fulfill a need through as-and-when required for the provision of services pertaining to:

- **Translation**, i.e. rewriting a text in another language, while respecting the meaning, the tone, style and terminology used by the author and the grammar rules of the target language.
- **Source text editing**, i.e. reviewing a text in its original language to correct grammar, spelling, usage and typography, to make basic stylistic improvements, fix unclear or illogical sentences or paragraphs, and to check the accuracy and consistency of terminology.
- **Comparative editing**, i.e. comparing a translation with the original text to ensure consistency in content, terminology, tone and style, as well as to correct spelling, grammar, usage and typography of the translated text only.

5. Applicable Documents & Document formats

Documents that the contractor shall refer to/access in order to provide the deliverables will include, but will not be limited to, e-mails, briefing notes, presentations, background materials, reports, procedures and/or policy documents. Provided templates, letterheads and format instructions for all official CBSA documentation must be adhered to.

The types of documents to translate will include, but will not be limited to; briefing notes, emails, announcements, reports and PowerPoint presentations and will need to include consistent formats, sentences, quotations, compounds, layout, introduction, italics, footnotes, participles, tabs, conjunctions, modifiers, predicates, fonts, hyphenation, compounds, presentation, titles, introduction, indexing, preface, headings, etc. of various types of documentation.

The Contractor will provide translated documents in the same format, style and layout as the original, using the same software and the same version, in such a way that the text can be used without costly or time-consuming modifications. If the Contractor cannot modify tables or graphics to input translated text, the translated text should be supplied below the table or graphic. CBSA will modify the graphic and tables as necessary with the translated text provided. At times, the Contractor may be required to provide the translated documents in a specific form and/or format requested by the Identified User. For PowerPoint presentations, the Contractor must ensure that the information fits within the margins or parameters of the slide presentation and uses the font determined by the Identified User.



6. Virus Detection Software

The Contractor will use up-to-date virus detection and elimination software to ensure the delivery of virus free texts, and must refrain from using unauthorized codes for word processing, tables, etc. The Contractor will take the necessary measures to ensure that its texts delivered on electronic media or systems are virus-free in accordance with the Government of Canada Industrial Security Program.

7. Quality of work

The Contractor must have a quality assurance control process in place for all orders to ensure documents are correct, complete and equal in meaning and interpretation to the original documents before delivery. The Contractor will ensure the consistency of terminology throughout the requests.

If terminology or other types of reference guides and documents were provided by CBSA and were not properly used by the translator, these actions will be considered as a major error, and the text will be deemed unsatisfactory by the order requestor.

In the event of unsatisfactory translations containing more errors than the standard described in the above paragraphs, the following actions may be taken at the discretion of the order requestor:

- The work will be sent back to the Contractor for revision/redo with a prescribed timeframe given by the order requestor, even if the work must be completed during evening and/or weekend periods to meet the new deadline, at the Contractor's expense.
- If the document is still unsatisfactory, CBSA, at its sole discretion, will reject the order and not pay for the translation.

The Contractor will be asked by the contracting authority to provide a plan of action.

8. Word Count

A word is defined as a continuous and finished series of characters. Words in headers, footers and footnotes are to be counted only once, if repeated. A manual count will be done for words within an image, or graphic.

In the event of a disagreement regarding the number of words, the identified end user will do a recount in order to determine the exact number of words. If the word count is still in dispute, the Project Authority (PA) will determine the ultimate word count.

9. Service Standards

The contractor and its proposed resource will ensure they provide all deliverables to the client in a timely manner, respecting the short deadlines and the high quality expectations.

Delivery	Definitions	Response Time	Turnaround Time
Regular Level	During regular business hours.* Less than 2500 words.	24 hours	5 business days. Progress updates to CBSA are required at 50% completion of writing/revising, editing and translation.
	During regular business hours.* More than 2500 words.	24 hours	To be determined upon ordering, granted the minimum agreed-to-standard. Progress updates to CBSA are required at 50% completion of writing/revising, editing and translation.
Urgent Level	During regular business hours.*	1 hour	1 hour



	Less than 100 words.		
	During regular business hours.* Between 100 - 500 words.	1 hour	3 hours
	Outside regular business hours. Less than 500 words.	1 hour	5 hours
	Outside regular business hours. More than 500 words.	1 hour	24 hours.

*Regular business hours are between 7:00am and 5:00pm Eastern Standard/Daylight Time, Monday – Friday.

Progress updates to CBSA are required at 50% completion of writing/revising, editing and translation.

9.1 Urgent Level

Orders deemed at this level will occur under exceptional circumstances requiring dedicated availability.

Orders are subjected to all-time availability, as well as strong collaboration skills.

10. Language of Work

All proposed resources must be able to accommodate a work environment subjected to the [List of Bilingual Regions of Canada for Language-of-Work Purposes](#) and adhere to the [TERMIUM Plus as the Government of Canada's terminology and linguistic data bank](#).

The contractor and its proposed resources will work in a bilingual environment, in both official Canadian languages.

11. Work Location

The work will be performed remotely at the Contractor's premises.

12. Constraints

The contractor must be prepared to work in a high-paced environment often within strict timelines and where priorities change on a frequent basis. Work will be performed at the Contractor's location. The contractor is responsible to supply their own work related equipment and supplies. Access to CBSA systems and premises will not be provided and work will be submitted via e-mail or by scanned copy. In some instances specific document formats must be adhered to and all correspondence must be destroyed after the job is complete. The information is to remain the property of the CBSA.

The Contractor is required to take the necessary steps to protect privacy, safeguard the information and destroy the information provided by the CBSA for the temporary purpose of translation. All rough drafts are to be either destroyed or deleted once the translation has been completed so that all final translated documents are to remain within CBSA only.



12.1 PROTECTED B documents

- Information classified "Protected B" must be encrypted for transmission between the vendor and the project authority.
- The use of a compression software with encryption and password protection is possible (the password must NOT be communicated by email to avoid interception).
- It is also possible to encrypt a USB key and mail it to the contractor who is already cleared by PSPC to do so please refer to RCMP's guide to transport and mailing of protected information :
 - o Transport and mailing : [G1-009 Transport and Transmittal of Protected and Classified Information - Royal Canadian Mounted Police \(rcmp-grc.gc.ca\)](https://www.rcmp-grc.gc.ca/g1-009-transport-and-transmittal-of-protected-and-classified-information)

13. Responsibility

The CBSA:

The CBSA Project Authority will ensure the official fonts and templates are provided to the contractor prior to work commencement, as well as provide any terminology for acronyms. This may include the sharing of appropriate links and will be provided upon call-up award.

The Contractor:

The Contractor and its proposed resource(s) will ensure they provide all deliverables to the client in a timely manner, respecting the short deadlines and the high quality expectations. The Contractor and its resources will be responsible to ensure that all rough drafts are properly disposed of, by means of shredding or deleting once the final deliverable has been accepted by the Project Authority or its authorized representative.



ANNEX "B"

BASIS OF PAYMENT

Category	LEVEL	Contract period Year 1 (To be identified at contract award)	Contract period Year 2 (To be identified at contract award)	Contract period Year 3 (To be identified at contract award)
Translation Services	Regular	\$___/word	\$___/word	\$___/word
Translation Services	Urgent	\$___/word	\$___/word	\$___/word

Category	LEVEL	Contract period Year 1 (To be identified at contract award)	Contract period Year 2 (To be identified at contract award)	Contract period Year 3 (To be identified at contract award)
Source text editing	Regular	\$___/word	\$___/word	\$___/word
Source text editing	Urgent	\$___/word	\$___/word	\$___/word

Category	LEVEL	Contract period Year 1 (To be identified at contract award)	Contract period Year 2 (To be identified at contract award)	Contract period Year 3 (To be identified at contract award)
Comparative editing	Regular	\$___/word	\$___/word	\$___/word
Comparative editing	Urgent	\$___/word	\$___/word	\$___/word



ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat 1000358054
Security Classification / Classification de sécurité UNCLASSIFIED

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine CBSA	2. Branch or Directorate / Direction générale ou Direction SPD - Procurement Division	
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 RFSO - Agency Translation Services Standing Offer		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No / <input type="checkbox"/> Yes / Non / Oui		
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No / <input type="checkbox"/> Yes / Non / 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 / <input checked="" type="checkbox"/> Yes / Non / 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 / <input type="checkbox"/> Yes / Non / Oui		
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No / <input type="checkbox"/> Yes / Non / 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 / Etranger <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 checked="" 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"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED





Government of Canada / Gouvernement du Canada

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PART A (continued) / PARTIE A (suite)

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

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

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

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

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE 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 : _____

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

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

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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



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

For users completing the form manually use the summary chart below to indicate the category(les) 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	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET	
							NATO DIFFUSION RESTRICTÉE	NATO CONFIDENTIEL	A		B	C					
Information / Assets Renseignements / Biens		X															
Production																	
IT Media / Support TI		X															
IT Link / Lien électronique																	

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

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

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

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



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PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Charge de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Alexandre Martel	Title - Titre Executive Director	Signature MARTEL ALEXANDRE	<small>Digitally signed by ALEXANDRE MARTEL DN: cn=Alexandre Martel, o=Government of Canada, ou=Canada, email=alexandre.martel@cbsa-asfc.gc.ca, c=CA</small>
Telephone No. - N° de téléphone 613-219-6029	Facsimile No. - N° de télécopieur N/A	E-mail address - Adresse courriel Alexandre.Martel@cbsa-asfc.gc.ca	Date
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Stephane Doucette-Poirier	Title - Titre Security Specialist	Signature DOUCETTEP POIRIER STEPHANE	Date 2022-04-07 13:00:20
Telephone No. - N° de téléphone 403-461-6428	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel stephane.doucette-poirier@cbsa-	Date April 07, 2022
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature NACHAR STEPHANIE	<small>Digitally signed by NACHAR STEPHANIE DN: cn=Nachar Stephanie, o=Government of Canada, ou=Canada, email=nachar.stephanie@tpsgc-pwgc.gc.ca, c=CA</small>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées) Patrick Gaudreau-Ritlop Contract Security Officer Patrick.Gaudreau-Ritlop@tpsgc-pwgc.gc.ca	Title - Titre	Signature GaudreauRi top, Patrick	Date 2022-04-13 10:28:35 -04'00'



ATTACHEMENT 1 to Annex C

Security Classification Guide

The purpose of the security classification guide is to clarify the multiple levels of security screening identified under Part B of the Security Requirements Check List (SRCL) described in Annex C. In addition to the Contractor and its resources' obligation to comply with the provisions of the SRCL described in Annex C, the following must be adhered to:

1. Personnel security screening level requirements for **No Security**
 - Resources who do not hold a valid personnel security screening, must not have or be given access to Protected, Confidential or Secret documents.
2. Personnel security screening level requirements for **Reliability Status**
 - Resources who hold a valid personnel security screening only at the level of RELIABILITY STATUS must not have or be given access to Confidential or Secret documents.
3. Personnel security screening level requirements for **various provisions**
 - For Task Authorizations where there are multiple associated security provisions (No Security, Reliability, Secret), the Task Authorization will identify the personnel security screening required for each portion of the work.
 - It is the Project Authority's and Contractor's responsibility to ensure that the resources do not have or be given access to documents for which they do not hold the appropriate personnel security screening level.

Information classified at the level of **Protected A**, **Protected B** must be properly marked and can only be sent/shared electronically once encrypted for the recipients.



ATTACHEMENT "1" to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

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

() Direct Deposit (Domestic and International);