



Request for Proposal: 100018846

RETURN BIDS TO:

By Email:

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Attention:
Julie Barrette

REQUEST FOR PROPOSAL

Proposal To: Employment and Social Development 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 or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

Instructions : See Herein

Vendor/Firm Name and address

Title: TRANSPORTATION OF OLD AGE SECURITY FILES	
Solicitation No.: 100018846-B	Date: April 21, 2022
File No. – N° de dossier:	
<u>Solicitation Closes</u> May 17, 2022 - 02 :00 PM	Time Zone Eastern Daylight Time (EDT)
Address Inquiries to : Julie Barrette nc-solicitations-gd@hrsdc-rhdcc.gc.ca	
Destination: See Herein	

Vendor/firm Name and address :	
Facsimile No. : Telephone No. :	
Name and title of person authorized to sign on behalf of Vendor/firm (type or print):	
Name:	
Title:	
Signature:	Date:



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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Insurance Requirements and the Covid-19.

1.2 Summary

1. The Contractor will be responsible for the direct transportation of all Old Age Security files (OAS) from 1255 du Blizzard Street to the location 300 Rue de la Berge du Canal, Unit 10, Lachine, Québec. The Contractor must load the truck with all the boxes, ensure the safe transportation of the boxes as well as their return from 300 Rue de la Berge du Canal, Lachine, and unloading at the offices of Employment and Social Development Canada (ESDC) at 1255 du Blizzard, 2nd floor, Quebec, in 3 phases.

The Contractor must have a Protected B certification. The bidder will need to provide proofs/certificates for document transport authorizations Protected B/Secure form. A copy of the proofs/certificates must be provided at bid submission that can be obtained at: <https://www.tpsgc-pwgsc.gc.ca/esc-src/index-fra.html>. If the bidder cannot meet with the request the bidder will be escorted by a Security Escort. The commissionaire will be under the responsibility of the Government of Canada.

2. This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.
3. There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.
4. There is a mandatory bidder's site visit associated with this requirement where personnel security screening is required prior to gaining access to PROTECTED B information, assets or sites. Consult Part 2 – Bidder Instructions.



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5. The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

1.3 Debriefings

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

1.4 Bid Challenge and Recourse Mechanisms

1. Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
2. Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority identified in the first page of the solicitation or contractual document.

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)
3. 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 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

2.1.1 Integrity provisions—bid

1. The *Ineligibility and Suspension Policy* (the “Policy”) in effect on the date the bid solicitation is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the bid solicitation. The Bidder must comply with the Policy and Directives, which can be found at [*Ineligibility and Suspension Policy*](#).
2. Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC’s Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
3. In addition to all other information required in the bid solicitation, the Bidder must provide the following:
 - a. by the time stated in the Policy, all information required by the Policy described under the heading “Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement”; and
 - b. with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [*Declaration form for procurement*](#).
4. Subject to subsection 5, by submitting a bid in response to this bid solicitation, the Bidder certifies that:
 - a. it has read and understands the [*Ineligibility and Suspension Policy*](#);
 - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
 - c. it is aware that Canada may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;
 - d. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
 - e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
 - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
5. Where a Bidder is unable to provide any of the certifications required by subsection 4, it must submit with its bid a completed Integrity Declaration Form, which can be found at [*Declaration form for procurement*](#).
6. Canada will declare non-responsive any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Bidder provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Bidder to be ineligible for award of a contract for providing a false or misleading certification or declaration.



2.1.2 Standard instructions, clauses and conditions

Pursuant to the *Department of Public Works and Government Services Act* (S.C. 1996, c.16), the instructions, clauses and conditions identified in the bid solicitation and resulting contract by number, date, and title are incorporated by reference into and form part of the bid solicitation and resulting contract as though expressly set out in the bid solicitation and resulting contract.

2.1.3 Definition of Bidder

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

2.1.4 Submission of bids

1. Canada requires that each bid, at solicitation closing date and time or upon request from the Contracting Authority, be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with section 2.1.15.
2. It is the Bidder's responsibility to:
 - a. obtain clarification of the requirements contained in the bid solicitation, if necessary, before submitting a bid;
 - b. prepare its bid in accordance with the instructions contained in the bid solicitation;
 - c. submit by solicitation closing date and time a complete bid;
 - d. send its bid only to the e-mail address specified on Page 1;
 - e. ensure that the Bidder's name, return address, bid solicitation number, and solicitation closing date and time are clearly visible on the bid; and,
 - f. provide a comprehensible and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation.
3. Canada will make available Notices of Proposed Procurement (NPP), bid solicitations and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, bid solicitation or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments, including significant enquiries received and their replies, using GETS. It is the sole responsibility of the Bidder to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Bidder's part nor for notification services offered by a third party.
4. Bids will remain open for acceptance for a period of not less than **90** days from the closing date of the bid solicitation, unless specified otherwise in the bid solicitation. Canada reserves the right to seek an extension of the bid validity period from all responsive bidders in writing, within a minimum of 3 days before the end of the bid validity period. If the extension is accepted by all responsive bidders, Canada will continue with the evaluation of the bids. If the extension is not accepted by all responsive bidders, Canada will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.
5. Bid documents and supporting information may be submitted in either English or French.
6. Bids received on or before the stipulated bid solicitation closing date and time will become the property of Canada and will not be returned. All bids will be treated as confidential, subject to the provisions of the [Access to Information Act](#) (R.S. 1985, c. A-1) and the [Privacy Act](#) (R.S., 1985, c. P-21).



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7. Unless specified otherwise in the bid solicitation, Canada will evaluate only the documentation provided with a bidder's bid. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.
8. A bid cannot be assigned or transferred in whole or in part.

2.1.5 Late bids

Canada will delete bids delivered after the stipulated solicitation closing date and time.

2.1.6 Legal capacity

The Bidder must have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to bidders submitting a bid as a joint venture.

2.1.7 Rights of Canada

Canada reserves the right to:

- a. reject any or all bids received in response to the bid solicitation;
- b. enter into negotiations with bidders on any or all aspects of their bids;
- c. accept any bid in whole or in part without negotiations;
- d. cancel the bid solicitation at any time;
- e. reissue the bid solicitation;
- f. if no responsive bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and,
- g. negotiate with the sole responsive Bidder to ensure best value to Canada.

2.1.8 Rejection of bid

1. Canada may reject a bid where any of the following circumstances is present:
 - a. the Bidder is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Bidder ineligible to bid on the requirement;
 - b. an employee, or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to bid on the requirement, or the portion of the requirement the employee or subcontractor is to perform;
 - c. the Bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
 - d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of the bid;
 - e. evidence satisfactory to Canada that based on past conduct or behavior, the Bidder, a subcontractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
 - f. with respect to current or prior transactions with the Government of Canada:
 - i. Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract with the Bidder, any of its employees or any subcontractor included as part of the bid;



- ii. Canada determines that the Bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Bidder performed the Work in accordance with contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
2. Where Canada intends to reject a bid pursuant to a provision of subsection 1. (f), the Contracting Authority will so inform the Bidder and provide the Bidder 10 days within which to make representations, before making a final decision on the bid rejection.
3. Canada reserves the right to apply additional scrutiny, in particular, when multiple bids are received in response to a bid solicitation from a single bidder or a joint venture. Canada reserves the right to:
 - a. reject any or all of the bids submitted by a single bidder or joint venture if their inclusion in the evaluation has the effect of prejudicing the integrity and fairness of the process, or;
 - b. reject any or all of the bids submitted by a single bidder or joint venture if their inclusion in the procurement process would distort the solicitation evaluation, and would cause a result that would not reasonably have been expected under prevailing market conditions and/or would not provide good value to Canada.

2.1.9 Communications—solicitation period

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the bid solicitation must be directed only to the Contracting Authority identified in the bid solicitation. Failure to comply with this requirement may result in the bid being declared non-responsive.

To ensure consistency and quality of information provided to bidders, significant enquiries received and their replies will be posted on the Government Electronic Tendering Service (GETS). For further information, consult subsection 3 of section 2.1.4.

2.1.10 Price justification

In the event that the Bidder's bid is the sole responsive bid received, the Bidder must provide, on Canada's request, one or more of the following price justification:

- a. a current published price list indicating the percentage discount available to Canada; or
- b. a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- c. a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- d. price or rate certifications; or
- e. any other supporting documentation as requested by Canada.

2.1.11 Bid costs

No payment will be made for costs incurred in the preparation and submission of a bid in response to the bid solicitation. Costs associated with preparing and submitting a bid, as well as any costs incurred by the Bidder associated with the evaluation of the bid, are the sole responsibility of the Bidder.

2.1.12 Conduct of evaluation

1. In conducting its evaluation of the bids, Canada may, but will have no obligation to, do the following:
 - a. seek clarification or verification from bidders regarding any or all information provided by them with respect to the bid solicitation;
 - b. contact any or all references supplied by bidders to verify and validate any information submitted by them;



- c. request, before award of any contract, specific information with respect to bidders' legal status;
 - d. conduct a survey of bidders' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the bid solicitation;
 - e. correct any error in the extended pricing of bids by using unit pricing and any error in quantities in bids to reflect the quantities stated in the bid solicitation; in the case of error in the extension of prices, the unit price will govern.
 - f. verify any information provided by bidders through independent research, use of any government resources or by contacting third parties;
 - g. interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the bid solicitation.
2. Bidders will have the number of days specified in the request by the Contracting Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the bid being declared non-responsive.

2.1.13 Joint venture

1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Bidders who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
 - a. the name of each member of the joint venture;
 - b. the Procurement Business Number of each member of the joint venture;
 - c. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
 - d. the name of the joint venture, if applicable.
2. If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.
3. The bid and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract.

2.1.14 Conflict of interest—unfair advantage

1. In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:
 - a. if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
 - b. if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.
2. The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as



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conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.

3. Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

2.1.15 Entire requirement

The bid solicitation documents contain all the requirements relating to the bid solicitation. Any other information or documentation provided to or obtained by a bidder from any source are not relevant. Bidders should not assume that practices used under previous contracts will continue, unless they are described in the bid solicitation. Bidders should also not assume that their existing capabilities meet the requirements of the bid solicitation simply because they have met previous requirements.

2.1.16 Further information

For further information, bidders may contact the Contracting Authority identified in the bid solicitation.

2.1.17 Code of Conduct for Procurement—bid

The *Code of Conduct for Procurement* provides that Bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the bid solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the Contract. By submitting a bid, the Bidder is certifying that it is complying with the *Code of Conduct for Procurement*. Failure to comply with the *Code of Conduct for Procurement* may render the bid non-responsive.

2.2 Submission of Bids

Bids must be submitted only to Employment and Social Development Canada (ESDC) by the date, time and email address indicated on page 1 of the bid solicitation.

It is the Bidders responsibility to ensure their proposal and all associated documents are received in full and on time. It is advised that Bidders send the proposal in advance of the closing time to ensure confirmation of receipt.

Bidders must ensure e-mails do not exceed 13MB to avoid problems with transmission.

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

2.3 Former Public Servant

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

Definitions

For the purposes of this clause:

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



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- 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: 2012-2](#) 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.

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



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2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **10** calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

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.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that Bidders provide their full company name and address, e-mail address, as well as contact name, and telephone number.

Canada requests that bidders provide their bid in separate files, when in soft copy, as follows:

Section I: Technical Bid 1 soft copy via e-mail;
Section II: Financial Bid 1 soft copy via e-mail;
Section III: Certifications 1 soft copy via e-mail

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) format;
- (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 in a thorough, concise and clear manner for carrying out the work.

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

Section II: Financial Bid

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

Section III: Certifications

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

Section IV: Additional Information

The Company Security Officer must ensure through the [Contract Security Program](#) that the Bidder and proposed individuals hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.



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PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) Please note all criteria's must be addressed for a bid to be deemed compliant, the bidder should refer to 4.2.1 for details on the basis of selection.

4.1.1 Technical Evaluation

Technical mandatory criteria

Item #	Description(s)	MET	NOT MET	#Page / Paragraphe
TC1	<p>Vehicles must hold valid safety certifications, registrations and insurance to operate in Québec, in accordance with applicable laws for the duration of the contract.</p> <p>The bidder must provide proof of registrations and insurance to operate in Québec.</p> <p>A copy of the safety certification, registration and insurance for each vehicle must be provided at bid submission.</p>			
TC2	<p>The bidder must demonstrate that the vehicle(s) to be used are part of a regular maintenance program. The vehicle(s) must be in good condition and adhere to all provincial and federal standards and have all safety equipment on board properly installed and in good working order.</p> <p>All vehicles used must be less than 5 years old. A proof of the vehicle registration demonstrating the production year must be provided at bid submission.</p>			
TC3	<p>The bidder must provide the following information and keep the list up to date for all 3 trucks:</p> <ul style="list-style-type: none"> • Truck driver <ul style="list-style-type: none"> o Surname, first name, o Date of birth o Driver's license o Security clearance o # of cell phone • Laborer <ul style="list-style-type: none"> o Surname, first name o Date of birth o Driver's license o Security clearance <p>Replacement Team</p> <ul style="list-style-type: none"> • Truck driver <ul style="list-style-type: none"> o Surname, first name o Date of birth 			



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	<ul style="list-style-type: none"> o Driver's license o Security clearance o # of cell phone <ul style="list-style-type: none"> • Laborer <ul style="list-style-type: none"> o Surname, first name o Date of birth o Driver's license o Security clearance <p>The security clearance as required by the security guide, granted or approved by PSPC/DSSIO.</p>			
TC4	<p>The bidder must express himself or herself clearly in both official languages. By affixing his signature in the 'YES' section, the bidder confirms that his employees can express themselves clearly in the two (2) official languages recognized in Canada.</p>			

Rated criterias

Items #	Description	Scoring	Note	# Pages/ paragraph
RC1	<p>The bidder must clearly demonstrate that he has a minimum of 3 years experience in the last 5 years in the transport of <u>Protected B secure documents</u> and must provide at least 3 projects of transportation involving <u>Protected B secure documents</u>.</p> <p>Each Project must include:</p> <ul style="list-style-type: none"> • Customer name • Name of the project director • Physical address, email and telephone number • Start and end of contract • Brief description of the project. 	<p>0 to 5 years = 5 points 5 to 10 years = 10 points 10 to 15 years = 15 points 15 to 20 years = 20 points 20 years and more = 25 points</p>	/25	
RC2	<p>The bidder will need to provide proofs/certificates for document transport authorizations Protected B/Secure.</p> <p>A copy of the proofs/certificates must be provided at bid submission that can be obtained at: https://www.tpsgc-pwgsc.gc.ca/esc-src/index-fra.html</p> <p>If this condition is not met, a commissionaire will be required for the loading and transportation of the boxes between the point of origin and destination.</p>	<p>Included = 25 points Not-included = 0 point</p>	/25	



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	Note: The commissionaire will be under the Government on Canada responsibility.			
	Total points criteria rated: 50		/50	
	Minimum points required : 5 points			

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

4.2.1 Basis of Selection – Highest Combined Rating of Technical Merit and Price

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 of 05 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 50 points.
2. Bids not meeting (a), (b), (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 60 % for the technical merit and 40% 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 60 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
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. If two of more responsive bids achieve an identical score (total number of points) and this score is determined to be the Highest Combined Rating of Technical Merit and Price, the bidder who achieved the highest technical merit score will be recommended for contract award.

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



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Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

		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	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
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 Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.1.2 Additional Certifications Required with the Bid

5.1.2.2 COVID-19 Vaccination Requirement Certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, Annex "E", to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement 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/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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



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.

5.2.3.2 Education and Experience

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



PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

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 of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.



PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

SACC clause 2010C (2021-12-02) General conditions: Services (medium complexity) applies to and forms part of the Contract.

7.2.2 Supplemental General Conditions

SACC clause D0018C (2007-11-30) Delivery and Unloading

SACC clause G1001C (2013-11-06) Insurance – Specific Requirements

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

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

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

7.3 Security Requirements

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

Contract for transportation of boxes from the warehouse at 1255 Blizzard to the supplier.

- The contractor/offeror must, at all times during the performance of the contract/standing offer, hold a valid designated organization screening (DOS), issued by the Contract Security Program (CSP), Public Services and Procurement Canada (PSPC).
- The contractor/offeror personnel requiring access to protected information, assets or work site(s) must each hold a valid reliability status, granted or approved by the CSP, PSPC.
- The contractor/offeror may take protected information out of ESDC sites as per the requirements of the contract or standing offer; it is not however permitted to leave the



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material in the transport vehicle after each trip or overnight.. The contractor must ensure that their personnel are aware of and comply with this restriction.

- Subcontracts which contain security requirements are not to be awarded without the prior written permission of the ESDC.
- Contractor/offeror personnel must not, under any circumstances, open, remove or destroy a box or part of a box and it's content.
- The truck driver(s) assigned to the contract must hold a valid Reliability Status. If this condition is not met, a commissionaire will be required for the escort during the transport of the boxes (loaded truck) between the point of origin and destination.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract to November 14, 2022 inclusive.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is: **To be completed at award contract**

Name: _____
 Title: _____
 Employment and Social Development Canada
 Directorate: _____
 Address: _____
 Telephone: ____-____-_____
 E-mail address: _____

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

7.5.2 Project Authority

The Project Authority for the Contract is: **To be completed at award contract**

Name: _____
 Title: _____
 Employment and Social Development Canada
 Address: _____
 Telephone: ____-____-_____
 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.



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7.5.3 Contractor's Representative

Name: _____
Title: _____
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: 2012-2 of the Treasury Board Secretariat of Canada.

7.7 Payment

7.7.1 Basis of Payment

The Contractor will be paid firm hourly rates as per Annex 'B', for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

7.7.2 Limitation of Price

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

7.7.3 Method of Payment – Monthly Payment

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

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

7.7.4 Electronic Payment of Invoices – Contract

The Government of Canada is switching from checks to direct deposit as primary payment method, an electronic transfer of funds deposited directly into your bank account. Direct deposit is faster, more convenient and more secure. Enroll for direct deposit or update the banking information you already have on file by sending your completed Direct Deposit Enrollment Form at the following email address: nc-cfob-dgapf-fournis-vendors-gd@hrsdc-rhdcc.gc.ca.

7.8 Invoicing Instructions

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.

7.9 Certifications and Additional Information

7.9.1 Compliance

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



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7.10 Applicable Laws

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

7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions;
- (c) SACC Manual clause [2010C](#) (2021-12-02) General conditions: Services (medium complexity)
- (b) Annex A, Statement of Work;
- (c) Annex B, Basis of Payment;
- (d) Annex C, Security Requirements Check List;
- (e) Annex D, Insurance Requirements;
- (f) Annex E, COVID-19;
- (g) the Contractor's bid dated _____

7.12 Foreign Nationals (Canadian Contractor)

SACC Manual clause [A2000C](#) Foreign Nationals (Canadian Contractor)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

7.13 Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

7.14 Green Policy

To align with departmental efforts to reduce Canada's carbon footprint, the contractor must have a policy in place which supports the transition to a low-carbon economy through green procurement, which may include measures to improve environmental performance such as:

- a. taking actions to reduce the amount of fuel consumed by its vehicles. This can include such provisions as promoting good driving behaviour (eg - anti-idling, speed, car-sharing initiatives, green driving habits, etc) and purchasing fuel efficient and hybrid vehicles; and
- b. bettering existing approaches to sustainable workplace practices (eg - printer ratios, paper usage and green meetings), and by selecting and operating IT and office equipment in a manner that reduces energy consumption and material usage.

7.15 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.



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- 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

1.0 Title

Delivery and return transport of approximately 10 200 boxes.

2.0 Objectives

The objective is to transport, including loading and unloading, in a safe and secure manner, approximately 1.9 million files from 300 Rue de la Berge du Canal, Unit 10, Lachine, Quebec to 1255 Rue du Blizzard, 2nd floor, Quebec City, Quebec - potential change in location. Transport will be carried out in several phases.

3.0 Background

Employment and Social Development Canada (ESDC), which manages OAS (Old Age Security) applications, receives most applications and related documents in paper format.

As part of its modernization vision, which takes into account OAS file storage constraints, ESDC must digitize all OAS files.

With this in mind, all OAS files must be transported from to 300 rue de la Berge du Canal, Unit 10, Lachine, Quebec from 1255 Rue du Blizzard, Quebec City, Quebec, and the final return trip to 1255 Rue du Blizzard, Quebec City, Quebec.

4.0 Scope of work

The Contractor will be responsible for transporting all OAS files directly between 300 Rue de la Berge du Canal, Unit 10, Lachine, Quebec to 1255 Rue du Blizzard, 2nd floor, Quebec City, Quebec.

The Contractor must load the truck with all boxes, securely transport the boxes (approximately 3030 boxes per trip) to 300 Rue de la Berge du Canal, Unit 10, Lachine, Quebec, and ensure their return and unloading at the Employment and Social Development Canada (ESDC) offices at 1255 Rue du Blizzard, 2nd floor, Quebec City, Quebec in three phases.

The Contractor must provide transport services as follows:

- a) The Contractor shall transport approximately 6000 boxes, measuring 12" (width) x 15" (depth) x 10" (height) (Bankers Box style), from 1255 Rue du Blizzard, 2nd floor, Quebec City, Quebec and will return 10 200 to that location.
- b) The Contractor must provide one (1) driver and labourers for each pick-up, transport and delivery, as well as all equipment required to load and unload the boxes.
- c) The Contractor must provide the same drivers and labourers upon request, except in the event of leave or illness. The Contractor must also arrange to have access to an emergency/replacement driver/labourer/vehicle.
- d) Transport will be carried out during working hours from 7:30 a.m. to 6:00 p.m. without exception, Monday to Friday, upon request for delivery. No deliveries will be requested on public holidays.
- e) The driver must have a mobile phone and be reachable at all times during loading, transport and unloading from 7:30 a.m. to 6:00 p.m.



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- f) The vehicle containing all OAS files must not be left unattended at any time or without the driver or labourer being present inside the truck for monitoring purposes. If a commissionaire is present, this task will be delegated to the latter.
- g) All OAS records must be unloaded in a secure location and no records are to be left in the vehicle after each trip. No records are to be left in the vehicle overnight.
- h) In the event of road hazards, accidents, storms, or any other situation causing delays or breakdown, the Contractor must immediately report the problem to the Project Authority and, in the event, the commissionaire and await instructions on how to proceed.

5.0 Transport vehicles

Vehicles must be registered, maintained in good working order, and free of rust. To demonstrate that the vehicle meets the specified requirements, the Contractor must, during the performance of the work, provide the vehicle registration and other relevant details that clearly demonstrate that the vehicle meets the requirements.

6.0 Stages

Transport services will be provided in approximately three (3) distinct phases. About 6000 boxes will be delivered to 300 Rue de la Berge du Canal, Unit 10, Lachine, Quebec and 10 200 total will be returned to 1255 Rue du Blizzard, 2nd floor, Quebec City, Quebec upon completion of the services.

Each stage includes:

PHASES	DETAILS OF EACH PHASES	DESCRIPTION OF WORK
1 Week of June 13, 2022	Loading of the truck at ESDC Transport of 3000 boxes Transport of boxes from ESDC's office to 300 Rue de la Berge du Canal, Unit 10, Lachine, Quebec Unloading of the truck at 300 Rue de la Berge du Canal, Unit 10, Lachine, Quebec	Boxes will be loaded at 1255 Rue du Blizzard, 2 nd floor, Quebec City, Quebec by the Contractor Boxes will be transported from ESDC's office to 300 Rue de la Berge du Canal, Unit 10, Lachine, Quebec by a direct route Boxes will be unloaded at 300 Rue de la Berge du Canal, Unit 10, Lachine, Quebec
2 Week of September 5, 2022	Loading of the truck at ESDC Transport of 3000 boxes Transport of boxes from ESDC's office to 300 Rue de la Berge du Canal, Unit 10, Lachine, Quebec Unloading of the truck at 300 Rue de la Berge du Canal, Unit 10, Lachine, Quebec	Boxes will be loaded at 1255 Rue du Blizzard, 2 nd floor, Quebec City, Quebec by the Contractor Boxes will be transported from ESDC's office to 300 Rue de la Berge du Canal, Unit 10, Lachine, Quebec by a direct route Boxes will be unloaded at 300 Rue de la Berge du Canal, Unit 10, Lachine, Quebec



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<p>3 Week of November 21, 2022</p>	<p>Loading of the truck at 300 Rue de la Berge du Canal, Unit 10, Lachine, Quebec</p> <p>Transport of 10 200 boxes</p> <p>Transport of boxes from 300 Rue de la Berge du Canal, Unit 10, Lachine, Quebec to ESDC's office</p> <p>Unloading of the truck at ESDC's offices</p>	<p>Boxes will be loaded onto the truck at 300 Rue de la Berge du Canal, Unit 10, Lachine, Quebec</p> <p>Boxes will be transported from 300 Rue de la Berge du Canal, Unit 10, Lachine, Quebec to ESDC's office by a direct route without stops</p> <p>Boxes will be unloaded at 1255 Rue du Blizzard, 2nd floor, Quebec City, Quebec by the Contractor</p>
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Other considerations

Departure of boxes from ESDC's offices

Each box will be assigned a unique number by ESDC and the list of numbers will be provided to the Contractor. The Contractor must use the list to check off each box loaded or unloaded to ensure that all boxes to be transported have left/arrived at the correct destination. ESDC will seal the truck once loading is complete and will verify the integrity of the seals by taking a photo before the contractor leaves.

At 1255 Rue du Blizzard, 2nd floor, Quebec City, Quebec, there is no lift or loading dock. Pallets cannot be used. Only an elevator is available.

Arrival at destination

Upon arrival at 300 Rue de la Berge du Canal, Unit 10, Lachine, Quebec, an Iron Mountain representative will check each box number and the integrity of the seals and **take a photo before cutting them.**

The list provided when loading at the departure point must be used by the Contractor to check off each box loaded and unloaded to ensure that all boxes to be transported have left and arrived at their destination.

Returning boxes to ESDC's offices

The list provided to the Contractor with all the box numbers must be used to check off each box loaded and unloaded to ensure that all boxes to be returned have arrived at the correct destination.

Upon arrival at ESDC's offices, an ESDC representative will verify the integrity of the seals and box numbers prior to unloading.

The Contractor must return the boxes to the second floor and place them on the shelves designated by ESDC employees.

Transport – Security measures

The Contractor must ensure the security and integrity of all boxes at all times as well as the integrity of the seals applied by ESDC prior to departure.

6.0 Constraints

The work to be performed under this contract involves repetitive tasks, heavy lifting and extended periods of work.

The Contractor must ensure that its human resources are trained to perform the work safely and in a manner that mitigates the risk of injury, and that their human resources work in reasonable comfort to the extent possible.



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The Contractor must ensure that drivers and labourers are able to lift items up to 50 lbs (22.7 kg) or have all the necessary equipment to lift and carry the boxes safely.



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ANNEX “B” - BASIS OF PAYMENT

TRANSPORT:

The cost of transport must include the truck, installation and all necessary equipment for loading and unloading of the boxes including the human resources. No other fees will be accepted.

Resources Category	Name - Mandatory	-A- Number of hours	-B- Firm Hourly Rate	-C- Total = (A X B)
Driver and truck 1				\$
Laborer – truck 1				\$
Driver and truck 1 - replacement				\$
Laborer – replacement – truck 1				\$
Total Estimated Costs/phase (D)				\$
Total Estimated Costs for all phases (D) X 3 phases				\$

In consideration of the hours of loading, travelling and unloading. The calculation must be in regards of a firm hourly rate.

Replacement: Resources **MUST** be the same for all phases of transport and in the event of replacement - names must be provided to the Project Authority 48-72 hours prior to arriving on site. Only names provided as replacements may be used as replacement personnel.

In the event that it is considered that additional assistance with loading and/or unloading will be required, please provide the additional information. It should be considered that all laborers or other employees assigned to moving, loading and/or unloading must first have the required Security Clearance as per 7.3.

LABORS/HELPERS FOR LOADING/UNLOADING*

Resources Category	Name - Mandatory	-A- Number of hours	-B- Firm Hourly Rate	-C- Total = (A X B)
Laborers # 1			\$	\$
Laborers # 2			\$	\$
Laborers # 3			\$	\$
Laborers # 4			\$	\$
Laborers # 5			\$	\$
Laborers # 6			\$	\$
Total Estimated Costs/phase (D)				\$
Total Estimated Costs for all phases (D) X 3 phases				\$

*If more labors/helper is needed for the loading/unloading, please provide a list with all the mandatory information.

Replacement. The resources **MUST** be the same resources for all phases of loading, driving and unloading, and in case of replacement – names must be provided to the Project Authority 48 to 72 hours prior to arriving on site. The replacement can only be the ones already included into the replacement list below.



ANNEX "C" - SECURITY REQUIREMENTS CHECK LIST



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

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



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PART A (continued) / PARTIE A (suite)													
8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sensibilité :	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui												
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? Short Title(s) of material / Titre(s) abrégé(s) du matériel : _____ Document Number / Numéro du document : _____	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui												
PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)													
10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis	<table border="0"> <tr> <td><input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ</td> <td><input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL</td> <td><input type="checkbox"/> SECRET SECRET</td> <td><input type="checkbox"/> TOP SECRET TRÈS SECRET</td> </tr> <tr> <td><input type="checkbox"/> TOP SECRET- SIGINT TRÈS SECRET - SIGINT</td> <td><input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL</td> <td><input type="checkbox"/> NATO SECRET NATO SECRET</td> <td><input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET</td> </tr> <tr> <td><input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS</td> <td colspan="3"></td> </tr> </table> <p>Special comments: Commentaires spéciaux : _____</p> <p>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.</p>	<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			
<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													
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? If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui												

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

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET
											A	B	C			
Information / Assets Renseignements / Biens	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Production	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Media / Support TI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Link / Lien électronique	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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 / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Jacinte Ménard		Title - Titre Gestionnaire principale	Signature jacinte.j.menard@hrdc-drhc.net
Telephone No. - N° de téléphone 438-892-2143	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel jacinte.j.menard@hrdc-drhc.gc.ca	Date
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Naomi Statkewich		Title - Titre Agente principale intégrité interne et séci	Signature Statkewich, Naomi
Telephone No. - N° de téléphone 514-8869777	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel naomi.statkewich@servicecanada.gc.ca	Date 2021-08-20
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 checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature Barrette, Julie
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)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

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Canada



ANNEX "D" - INSURANCE REQUIREMENTS

SACC MANUAL CLAUSE – G2001C – (2018-06-21) Commercial General Liability Insurance

1. Commercial General Liability Insurance

1.1 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.

1.2 The Commercial General Liability policy must include the following:

(a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.

(b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.

(c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.

(d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.

(e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

(f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

(g) Employees and, if applicable, Volunteers must be included as Additional Insured.

(h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program).

(i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.

(j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

(k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

(l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

(m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

(n) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend



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on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

SACC MANUAL CLAUSE - G2020C - (2018-06-21) – Automobile Liability Insurance

2. Automobile Liability Insurance

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

2.2 The policy must include the following:

- (a) Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
- (b) Accident Benefits - all jurisdictional statutes
- (c) Uninsured Motorist Protection
- (d) Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

SACC MANUAL CLAUSE – G3010C (2018-06-21) – All Risk in Transit Insurance

3. All Risk in Transit Insurance

3.1 The Contractor must obtain on the Government's Property, and maintain in force throughout the duration of the Contract, All Risk Property in Transit insurance coverage for all applicable conveyances while under its care, custody or control, in an amount of not less than \$10,000.00 per shipment. Government Property must be insured on agreed basis.



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3.2 Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.

3.3 The All Risk Property in Transit insurance must include the following:

(a) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority at least thirty (30) days written notice of any policy cancellation.

(b) Loss Payee: Canada as its interest appears or as it may direct.

(c) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Employment and Social Development Canada/ Services Canada (ESDC/SC) and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.



ANNEX "E"

COVID-19 VACCINATION REQUIREMENT CERTIFICATION

I, _____ (first and last name), as the representative of _____ (name of business) pursuant to _____ (insert solicitation number), warrant and certify that all personnel that _____ (name of business) will provide on the resulting Contract who access federal government workplaces where they may come into contact with public servants will be:

- (a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s); or
- (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada;

until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by _____ (name of business) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the _____ (name of business) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: _____

Date: _____

Optional For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below is not a substitute for completing the mandatory certification above.

Initials: _____

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.