Solicitation No. - N° de l'invitation : 100020993

# RETURN BIDS TO -RETOURNER LES SOUMISSIONS À:

nc-solicitations-gd@hrsdc-rhdcc.gc.ca

Attention: Stephanie Luedee

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

# REQUEST FOR PROPOSAL – DEMANDE DE PROPOSITION

Proposal To - Proposition aux:

Employment and Social Development Canada (ESDC) Emploi & Développement Social Canada (EDSC)

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out thereof.

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexées, au(x) prix indiqué(s).

Instructions : See Herein Instructions: Voir aux présentes

**Comments - Commentaires** 

This document contains a Security
Requirement –
Ce document contient une exigence de sécurité

Vendor/Firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

| Title - Sujet:                                       |  |  |  |  |  |  |  |  |  |
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| Guard Services, Service ge gardiennages              |  |  |  |  |  |  |  |  |  |
| Solicitation No. – N° de Date:                       |  |  |  |  |  |  |  |  |  |
| l'invitation: 100020993 May 20, 2022                 |  |  |  |  |  |  |  |  |  |
| Solicitation Closes -                                | Time Zone –                            |  |  |  |  |  |  |  |  |
| L'invitation prend fin:                              | Fuseau horaire                         |  |  |  |  |  |  |  |  |
| at – à 14 : 00 PM<br>on – le 14 juin / June 14, 2022 | Eastern Daylight<br>Savings Time (EDT) |  |  |  |  |  |  |  |  |

Address Inquiries to – Adresser toutes questions à:

nc-solicitations-gd@hrsdc-rhdcc.gc.ca

Attn: Stephanie Luedee

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

See Herein - Annex A - Statement of Work

| Delivery required – | Delivered Offered – |
|---------------------|---------------------|
| Livraison exigée    | oposée              |

Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur

Telephone No. - N° de téléphone

Name and title of person authorized to sign on behalf of Vendor/firm (type or print)-

Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)

Signature Date

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# **PART 1 - GENERAL INFORMATION**

# 1.1 Security Requirements

- 1. At the date of bid closing, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part6 Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- For additional information on security requirements, Bidders should refer to the <u>Contract Security Program of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.</u>

#### 1.2 Statement of Work

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

#### 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 Canadian Content

The requirement is limited to Canadian services.

# 1.5 COVID-19 vaccination requirement

SACC Manual Clause A3080T 2021-11-29, COVID-19 vaccination requirement

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.

#### **PART 2 - BIDDER INSTRUCTIONS**

#### 2.1 Standard Instructions, Clauses and Conditions

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

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

The <u>2003</u> 2020-05-28 Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 90 days

#### 2.2 Submission of Bids

Bids must be submitted only to Employment Social Development Canada (ESDC) Bid Receiving Unit by the date, time and place indicated in the Request for Proposal.

#### NC-SOLICITATIONS-GD@hrsdc-rhdcc.gc.ca

#### 2.3 Former Public Servant

SACC Manual Clause A3025T 2020-05-04 Former Public Servant - Competitive Bid

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 the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the 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 offer non-responsive.

#### **Definitions**

For the purposes of this clause,

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or

 a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

### Former Public Servant in Receipt of a Pension

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

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

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

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

## **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** ( )  $\bf NO$  ( )

If so, the Bidder must provide the following information:

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

# 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **3** 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.

# 2.6 Bid Challenge and Recourse Mechanisms

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

#### **PART 3 - BID PREPARATION INSTRUCTIONS**

# 3.1 Offer Preparation Instructions

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

Section I: Technical Offer (1 soft copy)
Section II: Financial Offer (1 soft copy)
Section III: Certifications (1 soft copy)

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

# Section I: Technical Offer

In their technical offer, bidders should explain and demonstrate how they propose to meet the mandatory requirements set fourth in Annex D and how they will carry out the Work as requested in Annex A.

#### Section II: Financial Offer

Bidders must submit their financial offer in accordance with the Annex C, "Basis of Payment". Bidders must provide rates for the initial period and each optional year. The total amount of Applicable Taxes must be shown separately.

#### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

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

#### 4.1 Evaluation Procedures

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

#### 4.1.1 Technical Evaluation

The Bidder must meet the mandatory technical and rated criteria specified in annex D. Any bid which fails to meet the mandatory technical criteria's and the mandatory rated criteria's will be declared non-responsive. Each mandatory technical criterion will be addressed separately and a passing mark as been determined for each, this mark must be met to be determined as responsive.

The Bidder must provide the necessary documentation to clearly demonstrate compliance with this requirement.

Simply repeating the statement contained in the bid solicitation is not sufficient.

See Annex D - Mandatory Technical Criteria

#### 4.1.2 Financial Evaluation

SACC Manual Clause A0220T, 2014-06-26, Evaluation of Price - Bid

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

| Mandatory Financial Criteria    |  |                             |               |  |  |  |  |  |  |  |  |
|---------------------------------|--|-----------------------------|---------------|--|--|--|--|--|--|--|--|
| Mandatory<br>Criteria<br>Number | Description (s)  | N° page /<br>n° paragraphe. | Met / Not Met |  |  |  |  |  |  |  |  |
| M-1                             | The Bidders proposition <b>MUST</b> not exceed the maximum allotted budget of <b>\$139,000.00</b> (not including taxes, moving costs and any other cost related to this contract.) |                             |               |  |  |  |  |  |  |  |  |

#### 4.2 Basis of Selection

#### 4.2.1 Basis of Selection - Mandatory Technical Criteria

SACC Manual Clause A0031T 2010-08-16, Mandatory Technical Criteria

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

#### PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether 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 offer, **if applicable**, the declaration form available on the <u>Forms for the Integrity Regime</u> website (<a href="http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html">http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html</a>), to be given further consideration in the procurement process.

## 5.1.2 Additional Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

#### 5.1.2.1 Canadian Content Certification

**5.1.2.1.1** SACC Manual clause A3050T 2020-07-01, Canadian Content Definition

#### 5.1.2.3 COVID-19 vaccination requirement certification

SACC Manual Clause A3081T 2021-11-29, 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 at Annex "F", 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 provided will render the bid non-responsive.

# 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the <a href="Ineligibility and Suspension Policy">Ineligibility and Suspension Policy</a> (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. award.

#### 5.2.2 Additional Certifications Precedent to Contract Award

#### **5.2.2.1 Canadian Content Certification**

#### **5.2.2.1.2** SACC Manual clause A3050T 2020-07-01 Canadian Content Definition

- 1. Canadian good: A good wholly manufactured or originating in Canada is considered a Canadian good. A product containing imported components may also be considered Canadian for the purpose of this policy when it has undergone sufficient change in Canada, in a manner that satisfies the definition specified under the <u>Canada-United States-Mexico Agreement (CUSMA)</u>
  Rules of Origin. For the purposes of this determination, the reference in the CUSMA Rules of Origin to "territory of one or more of the Parties" is to be replaced with "Canada". (Consult <u>Section 3.130</u> and <u>Annex 3.6</u> of the Supply Manual for further information.)
- 2. **Canadian service**: A service provided by an individual based in Canada is considered a Canadian service. Where a requirement consists of only one service, which is being provided by more than one individual, the service will be considered Canadian if a minimum of 80 percent of the total bid price for the service is provided by individuals based in Canada.
- 3. **Variety of goods**: When requirements consist of more than one good, one of the two methods below is applied:
  - a. aggregate evaluation: no less than 80 percent of the total bid price must consist of Canadian goods; or,
  - b. item by item evaluation: in some cases, the bid evaluation may be conducted on an itemby-item basis and contracts may be awarded to more than one supplier. In these cases, suppliers will be asked to identify separately each item that meets the definition of Canadian goods.
- 4. **Variety of services**: For requirements consisting of more than one service, a minimum of 80 percent of the total bid price must be provided by individuals based in Canada.
- 5. **Mix of goods and services**: When requirements consist of a mix of goods and services, no less than 80 percent of the total bid price must consist of Canadian goods and services (as defined above).
  - For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult <u>Annex 3.6</u>, Example 2, of the Supply Manual.
- 6. **Other Canadian goods and services**: Textiles: Textiles are considered to be Canadian goods according to a modified rule of origin, copies of which are available from the Clothing and Textiles Division, Commercial and Consumer Products Directorate.

# 5.2.2.3 Status and Availability of Resources

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

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

#### **PART 6 - RESULTING CONTRACT CLAUSES**

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

# 6.1 Security Requirements

- **6.1.1** The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.
  - 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 Works and Government Services Canada (PWGSC)
  - 2. The contractor/offeror personnel requiring access to sensitive work site(s) must each hold a valid reliability status, granted or approved by the CSP, PWGSC
  - 3. Subcontracts which contain security requirements are not to be awarded without the prior written permission of the CSP, PWGSC
    - a. The contractor/offeror must comply with the provisions of the:
    - b. Security Requirements Check List and security guide (if applicable), attached at Annex "B"

#### 6.2 Statement of Work

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

#### 6.3 Standard Clauses and Conditions

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

#### 6.3.1 General Conditions

<u>2010C</u> 2021-12-02, General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

#### 6.3.2 Supplemental General Conditions

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

SACC Manual Clause <u>4013</u> 2021-11-29, Compliance with on-site measures, standing orders, policies, and rules, apply to and form part of the Contract

SACC Manual Clause <u>A3080T</u> 2021-11-29, COVID-19 vaccination requirement, apply to and form part of the Contract.

#### 6.4 Term of the Contract

#### 6.4.1 Period of the Contract

The period of the Contract is from July 1, 2022 to June 30, 2023 inclusive.

#### 6.4.2 Option to Extend the Contract

Remark to Contracting Authority: Insert the clause below in full text when the contract contains options to extend the contract period. If this clause does not apply, delete and renumber the paragraphs.

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to **two** (2) additional **six** (6) month period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least **30** calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

#### 6.5 Authorities

# 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

| Name: Stephanie Luedee                        |
|---|
| Title: A/Procurement Specialist               |
| Public Works and Government Services Canada   |
| Acquisitions Branch                           |
| Directorate: Chief Financial Officer Branch   |
| Address: 140 Prom. du Portage, Gatineau, QC   |
| Telephone:(To be completed at contract award) |
| 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.

#### 6.5.2 Project Authority (To be completed at contract award)

| •               | • |  |  |   |  |
|-----------------|---|--|--|---|--|
| Name:           |   |  |  |   |  |
| Title:          |   |  |  |   |  |
| Organization:   |   |  |  |   |  |
| Address:        |   |  |  |   |  |
| Telephone:      |   |  |  | _ |  |
| E-mail address: |   |  |  |   |  |

The Project Authority for the Contract is:

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

#### 6.5.3 Contractor's Representative To be completed at contract award.

| Name:           |  |
|-----------------|--|
| Title:          |  |
| Organization:   |  |
| Address:        |  |
| Telephone:      |  |
| E-mail address: |  |

#### 6.6 Proactive Disclosure of Contracts with Former Public Servants

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

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

#### **Definitions**

For the purposes of this clause,

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

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

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

"pension" means a pension or annual allowance paid under the <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>,

R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c. C-8.

## Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with <a href="Contracting Policy Notice">Contracting Policy Notice</a>: 2019-01 and the Guidelines on the Proactive Disclosure of Contracts.

# Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

# 6.7 Payment

# 6.7.1 Basis of Payment (To be completed at contract award)

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

| Resource Category | Name (if applicable) | Firm Hourly Rate |  |  |  |  |
|-------------------|----------------------|------------------|--|--|--|--|
|                   |                      | \$               |  |  |  |  |
|                   |                      | \$               |  |  |  |  |

| Total E | Total Estimated Cost: \$   |  |  |  |  |  |  |  |
|---------|--|--|--|--|--|--|--|--|
| 6.7.2   | Limitation of Expenditure (To be completed at contract award)  |  |  |  |  |  |  |  |
| 1.      | Canada's total liability to the Contractor under the Contract must not exceed \$ Customs duties are included and Applicable Taxes are extra. |  |  |  |  |  |  |  |

- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

### 6.7.3 Travel and Living Expense

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal and private vehicle allowances specified in Appendices B, C and D of the <a href="National Joint Council Travel Directive">National Joint Council Travel Directive</a>, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.

Estimated cost: **\$15,000.00** 

**Total Estimated Cost** - Limitation of Expenditure: **\$15,000.00** (Applicable Taxes extra)

### 6.8 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.

#### 6.9 Certifications and Additional Information

#### 6.9.1 Compliance

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

#### 6.10 Applicable Laws

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

# 6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions <u>2010C</u> 2021-12-02, General Conditions Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Security Requirements Check List;
- (e) Annex C, Basis of Payment;
- (f) the Contractor's bid dated \_\_\_\_\_ (To be completed at contact award);

#### 6.12 Dispute Resolution

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

#### **ANNEX "A" - STATEMENT OF WORK**

#### 1.0 Title

Security guard services for Service Canada Center (SCC) in Marathon, Dryden and Geraldton Ontario.

#### 2.0 Objectives

Service Canada/Employment Social Development Canada (ESDC) has a requirement for the following;

- Two (2) security guards at their Marathon location; 52 Peninsula Road Ste. 105, Marathon, ON POT 2E0.
- Two (2) security guards at their Dryden location; 119 King Street, Dryden, Ontario P8N 1C1
- Two (2) security guards at their Geraldton location; 208 Beamish Avenue West, Geraldton, Ontario P0T 1M0

Bidders can bid on the locations that they can provide security guard services.

#### 3.0 Background Statement

Service Canada Centers temporarily closed to the public in March 2020 due to the COVID pandemic. ESDC will now reactivating services at Service Canada Centers (SCC) and Passport offices (PPT) while ensuring appropriate health and safety considerations are in place.

The service delivery network will reactivate based on a new service experience model and a new physical work environment.

# 4.0 Scope

The security guard will assist Service Canada with monitoring and management of select key changes. This includes, but not limited to, managing client access point, limiting access based on appointments or site capacity for walk-ins, monitoring exterior line-ups, maintaining order and promotion of health and safety protocols for all clients/visitors.

#### 5.0 Tasks

#### Requirements

#### a) Hours of Work

- Full Day, Monday to Friday 08:03 to 16:30
- Hours include 30-minute lunch break and 2-15 minute breaks
- Hours are 5 days a week excluding Statutory Holidays\*
- Security guard to notify on-site Service Canada contact of arrival / departure
- Timing of Lunch and breaks to be determined in discussions with the Service Canada Center Manager.
- \* Statutory Holidays\* include:
  - New Year's Day
  - Good Friday
  - Easter Monday
  - Victoria Day
  - Canada Day
  - The first Monday in August
  - Labour Day
  - National Day for Truth and Reconciliation
  - Thanksgiving Day
  - Remembrance Day
  - Christmas Day
  - Boxing Day

<sup>\*</sup>When a statutory holiday falls on a non-working day the next business day will be the holiday.

#### b) Duties

Security guards employed at SCCs are to perform a range of duties including access control, and assist in the maintenance of good order in the public areas. Other duties will be related to Safety and Security.

- There is one fixed post at the entry point (First point of contact assessment zone)
- Security guard will monitor/manage the first point of contact assessment zone, which includes monitoring external client line-up
- Access control Maximum occupant capacity to be determined by SCC Management.
   Service Canada to provide client appointment list (priority access for clients with appointments, walk-ins based on capacity)
- Screen and monitor clients while maintaining physical distancing protocols
- Clients requesting to drop off documents without speaking to an employee may be given priority access based on capacity
- When required, instruct clients to place documents in secure lock box (drop off)
- Promotion of health and safety protocols for all clients/visitors (physical distancing, availability of disinfectant/sanitizing supplies, directional indicators for safe client flow)
- Monitor/ replenish / replace hand sanitizers in first point of contact assessment zone
- Security guard to wear Personal Protective Equipment (PPE) provided by Service Canada Centre or other equipment as indicated (See Annex A, 7.0 Client Support/Key Stakeholders).

#### c) Security Incidents

Security guard will never become physically involved with any person in the execution of their duties. The only exception is the use of force necessary to defend themselves. They are to assist in the maintenance of good order within Service Canada premises.

- Incidents of clients not respecting health and safety protocol will be reported to the Manager.
- Incidents of abusive or violent employees or public, disorderly conduct, unauthorized persons
  refusing to leave, intoxicated persons on the premises, etc. will be referred to the local police
  department or 911 in an emergency
- Security guard must maintain surveillance of clients displaying suspicious or unusual conduct. These incidents will be reported on a General Occurrence Report. These reports will be forwarded to the Manager who will forward to the proper authorities.

### d) Evacuations

Emergency Evacuation Procedures are to be provided by SCC Management to the security guards. Basic duties include:

- In an organized fashion, the security guards must ensure that all members of the public have left the office and are being directed to the appropriate exit/stairwells for a safe exit.
- The security guard is responsible for locking the main doors of the office and reporting to the Service Manager for further instruction
- When clearance has been received to return to the office, security guards are responsible for lining people up outside of the office; ensuring physical distancing protocols are adhered to.
- The Manager of the office will then assess readiness of the office and communicate with the security guards when it is time to reopen the doors.

e) Deliveries / Packages

- The security guard is not to accept or sign for parcels / courier items
- When a package arrives, the security guard will notify the on-site contact
- The security guards will not temporarily store clients' backpacks or bags
- Articles turned in by the public or found by the security guards will be reported to the on-site contact.

# f) Injury / First Aid

- If in the immediate vicinity, the security guard will administer First Aid and remain with the injured person. Instruct someone to contact Emergency Services at 911
- If the injury or illness is serious in nature and the security guard places the call to 911 he/she must be prepared to give as much detail as possible, i.e. type of injury, age/gender of the injured party, location of the injured person and the most expeditious entrance/doorway/street etc. to be used by emergency personnel
- Record names, telephone numbers and addresses of any witnesses.

#### 6.0 Constraints

 Language requirement: six (6) Unilingual (English only) security guard required. Two per each location.

#### 7.0 Client Support/Key Stakeholders

Service Canada will:

- 1. Provide Post Order to the Security Guard;
- 2. Be responsible to purchase and supply any required Personal Protective Equipment (PPE) which includes triple-layer masks, hand sanitizer and gloves or other equipment to all participating locations for the protection of the assigned security guard;
- 3. Ensure participating Service Canada locations have a designated reception, waiting area and service zone for clients set-up.

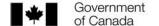
#### 8.0 Work Location

- 1. Marathon Service Canada Centre 52 Peninsula Road Ste. 105 Marathon, Ontario, P0T 2E0.
- 2. Dryden Service Canada Centre 119 King Street, Dryden, Ontario P8N 1C1
- 3. Geraldton Service Canada Centre 208 Beamish Avenue West, Geraldton, Ontario P0T 1M0

#### 9.0 Performance and Monitoring

The Service Canada Centre Manager will ensure work is accomplished accordingly and will report to the appropriate Regional Security Office any concern or problem.

# ANNEX "B" - SECURITY REQUIREMENTS CHECK LIST



Gouvernement du Canada

# Contract Number / Numéro du contrat

# Solicitation 100020993

Security Classification / Classification de sécurité Unclassified

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

| PART A - CONTRACT INFORMATION / PARTIE A -   | INFORMATION CONTRA  |                                       | O A LA GLO     | (=====)  |   |  |  |  |  |
|--|---|---------------------------------------|----------------|--|---|--|--|--|--|
| 1. Originating Government Department or Organizatio  | n/  |                                       | 2. Branch or I | Directorate / Direction généra   | ale ou Direction                                  |  |  |  |  |
| Ministère ou organisme gouvernemental d'origine  | ESDC / Service Canada   |                                       | IISEM - Or     | ntario Region  |   |  |  |  |  |
| 3. a) Subcontract Number / Numéro du contrat de sou  | ıs-traitance 3. b) N  | ame and Addres                        | s of Subcontra | actor / Nom et adresse du so   | us-traitant                                       |  |  |  |  |
| 4. Brief Description of Work / Brève description du tra  | vail  |                                       |                |  |   |  |  |  |  |
| Guard Services for the Marathon Service Canada Centre P8N 1C1, and Geraldton Service Canada Centre 208 Beautiful Service Canada Centre 208 Beautiful Services C |   |                                       | -              | ce Canada Centre 119 King Stre   | et, Dryden, Ontario                               |  |  |  |  |
| <ol><li>a) Will the supplier require access to Controlled Go<br/>Le fournisseur aura-t-il accès à des marchandise</li></ol>  |   |                                       |                |  | Von Ves 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?   |   |                                       |                |  |   |  |  |  |  |
| <ol><li>Indicate the type of access required / Indiquer le ty</li></ol>  | pe d'accès requis   |                                       |                |  |   |  |  |  |  |
| 6. a) Will the supplier and its employees require access<br>Le fournisseur ainsi que les employés auront-ils<br>(Specify the level of access using the chart in Qualifier (Préciser le niveau d'accès en utilisant le tableau  | accès à des renseigneme<br>uestion 7. c)<br>u qui se trouve à la questic            | nts ou à des bier<br>n 7. c)          | ns PROTÉGÉS    | S et/ou CLASSIFIÉS?  | No Yes Oui  |  |  |  |  |
| 6. b) Will the supplier and its employees (e.g. cleaner:<br>PROTECTED and/or CLASSIFIED information of<br>Le fournisseur et ses employés (p. ex. nettoyeur<br>à des renseignements ou à des biens PROTÉGI  | or assets is permitted.<br>rs, personnel d'entretien) a<br>ÉS et/ou CLASSIFIÉS n'es | uront-ils accès à<br>st pas autorisé. |                |  | No Ves Oui  |  |  |  |  |
| <ol><li>c) Is this a commercial courier or delivery requirem<br/>S'agit-il d'un contrat de messagerie ou de livraise</li></ol>   |   |                                       | ?              |  | V No 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 a  | avoir accès                                       |  |  |  |  |
| Canada   | NATO / OTA  | IN                                    |                | Foreign / Étranger   |   |  |  |  |  |
| 7. b) Release restrictions / Restrictions relatives à la c   |   |                                       |                |  |   |  |  |  |  |
| No release restrictions Aucune restriction relative à la diffusion   | All NATO countries<br>Tous les pays de l'OTAN                                       | ı                                     | A              | No release restrictions<br>Aucune restriction relative<br>à la diffusion |   |  |  |  |  |
| Not releasable<br>À ne pas diffuser  |   |                                       |                |  |   |  |  |  |  |
| Restricted to: / Limité à :  Specify country(ies): / Préciser le(s) pays :   | Restricted to: / Limité à :<br>Specify country(ies): / Pr                           | éciser le(s) pays                     |                | Restricted to: / Limité à :<br>Specify country(ies): / Précise           | er le(s) pays :                                   |  |  |  |  |
|  |   |                                       |                |  |   |  |  |  |  |
| 7. c) Level of information / Niveau d'information  |   |                                       | ,              |  |   |  |  |  |  |
| PROTECTED A  | NATO UNCLASSIFIED   |                                       |                | PROTECTED A  |   |  |  |  |  |
| PROTÉGÉ A  | NATO NON CLASSIFIÉ  |                                       |                | PROTÉGÉ A  |   |  |  |  |  |
| PROTECTED B PROTÉGÉ B  | NATO RESTRICTED   | TDEINITE                              |                | PROTECTED B<br>PROTÉGÉ B   |   |  |  |  |  |
| PROTECTED C  | NATO DIFFUSION RES  | IKEINIE                               | _              | PROTECTED C  | 븕   |  |  |  |  |
| PROTEGÉ C  |   |                                       |                | PROTÉGÉ C  |   |  |  |  |  |
| CONFIDENTIAL   | NATO CONFIDENTIEL NATO SECRET   |                                       | _              | CONFIDENTIAL   |   |  |  |  |  |
| CONFIDENTIAL   | NATO SECRET   |                                       |                | CONFIDENTIEL   |   |  |  |  |  |
| SECRET   | COSMIC TOP SECRET   |                                       | _              | SECRET   |   |  |  |  |  |
| SECRET   | COSMIC TOP SECRET   |                                       |                | SECRET   |   |  |  |  |  |
| TOP SECRET   | SOUND TILE OLOILE   |                                       | ·              | TOP SECRET   | <del>                                      </del> |  |  |  |  |
| TRÈS SECRET  |   |                                       |                | TRÈS SECRET  |   |  |  |  |  |
| TOP SECRET (SIGINT)  |   |                                       |                | TOP SECRET (SIGINT)  |   |  |  |  |  |
| TRÈS SECRET (SIGINT)   |   |                                       |                | TRÈS SECRET (SIGINT)   |   |  |  |  |  |

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Canadä



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| 8. Will the<br>Le four<br>If Yes,<br>Dans I'<br>9. Will the<br>Le four<br>Short 1 | continued) / PARTIE A (suite) e supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? nisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? indicate the level of sensitivity: affirmative, indiquer le niveau de sensibilité: e supplier require access to extremely sensitive INFOSEC information or assets? nisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  Title(s) of material / Titre(s) abrégé(s) du matériel: | No Non Oui  No Non Oui  No Yes Oui  No Yes Oui |
|---|--|--|
|   | ent Number / Numéro du document : PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)  |  |
|   | sonnel security screening level required / Niveau de contrôle de la sécurité du personnel requis   |  |
| ,<br>Г  | RELIABILITY STATUS CONFIDENTIAL SECRET TOP SECION TRÈS SECRET TRÈS SECRET TRÈS SECRET TRÈS SECRET  |  |
|   | TOP SECRET- SIGINT NATO CONFIDENTIAL NATO SECRET COSMIC  | TOP SECRET<br>TRÈS SECRET                      |
|   | SITE ACCESS ACCÈS AUX EMPLACEMENTS   | TRES SEGRET                                    |
|   | Special comments: Commentaires spéciaux :  |  |
|   | NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être   | fourni.  |
|   | y unscreened personnel be used for portions of the work?<br>personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  | ✓ No Yes Oui                                   |
| If Y  | res, will unscreened personnel be escorted?  ns l'affirmative, le personnel en question sera-t-il escorté?   | No Yes Oui                                     |
| DADTC   | SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)   |  |
|   | IATION / ASSETS / RENSEIGNEMENTS / BIENS   |  |
| pre<br>Le   | I the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or mises? fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou ASSIFIÉS?  | No Non Oui                                     |
| 11. b) Wil  | I the supplier be required to safeguard COMSEC information or assets?<br>fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  | No Yes<br>Non Oui                              |
| PRODU   | CTION  |  |
| occ   | the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment cur at the supplier's site or premises? installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ ou CLASSIFIÉ?  | No Yes Non Oui                                 |
| INFORM  | IATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)  |  |
| info  | the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED ormation or data? fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des seignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?   | V No Yes Non Oui                               |
| Dis   | there be an electronic link between the supplier's IT systems and the government department or agency? posera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence exercementale?   | No Yes<br>Non 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<br>Catégorie  | PROTECTED<br>PROTÉGÉ |   |   | CLASSIFIED<br>CLASSIFIÉ |        |                | NATO                            |                      |                |                                    |                      |   |   | COMSEC       |  |                |  |              |        |               |
|--|----------------------|---|---|-------------------------|--------|----------------|---------------------------------|----------------------|----------------|------------------------------------|----------------------|---|---|--------------|--|----------------|--|--------------|--------|---------------|
|  | А                    | В | С | CONFIDENTIAL            | SECRET | TOP<br>SECRET  | NATO<br>RESTRICTED              | NATO<br>CONFIDENTIAL | NATO<br>SECRET | COSMIC<br>TOP                      | PROTECTED<br>PROTÉGÉ |   |   |              |  |                |  | CONFIDENTIAL | SECRET | TOP<br>SECRET |
|  |                      |   |   | CONFIDENTIEL            |        | TRÈS<br>SECRET | NATO<br>DIFFUSION<br>RESTREINTE | NATO<br>CONFIDENTIEL |                | SECRET<br>COSMIC<br>TRÈS<br>SECRET | А                    | В | С | CONFIDENTIEL |  | TRES<br>SECRET |  |              |        |               |
| Information / Assets<br>Renseignements / Biens   |                      |   |   |                         |        |                |                                 |                      |                |                                    |                      |   |   |              |  |                |  |              |        |               |
| Production   |                      |   |   |                         |        |                |                                 |                      |                |                                    |                      |   |   |              |  |                |  |              |        |               |
| IT Media /<br>Support TI   |                      |   |   |                         |        |                |                                 |                      |                |                                    |                      |   |   |              |  |                |  |              |        |               |
| IT Link /<br>Lien électronique   |                      |   |   |                         |        |                |                                 |                      |                |                                    |                      |   |   |              |  |                |  |              |        |               |
| 12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  |                      |   |   |                         |        |                |                                 |                      | Yes<br>Oui     |                                    |                      |   |   |              |  |                |  |              |        |               |
| If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  Dans l'affirmative, classifier 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 Ves Oui  |                      |   |   |                         |        |                |                                 |                      |                |                                    |                      |   |   |              |  |                |  |              |        |               |

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with

« Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec

Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée



des pièces jointes).

attachments (e.g. SECRET with Attachments).



Gouvernement du Canada

# Contract Number / Numéro du contrat

# Solicitation 100020993

Security Classification / Classification de sécurité Unclassified

| PART D - AUTHORIZATION / PART   |                         |   |  |                                       |             |  |
|---|-------------------------|---|--|---------------------------------------|-------------|--|
| 13. Organization Project Authority / Chargé de projet de l'org<br>Name (print) - Nom (en lettres moulées) |                         | ganisme<br>  Title - Titre  |  | Signature                             |             |  |
| Tyler Coleman   |                         | Senior Manager, IISEM   |  | Coleman, Tyler                        |             | Digitally signed by Coleman,<br>Tyler<br>Date: 2022.03.31 11:01:48 -04'00' |
| Telephone No N° de téléphone Facsimile No N° de 416-809-8491  |                         | e télécopieur E-mail address - Adresse courr<br>Tyler.Coleman@servicecanada |  |                                       | Date        |  |
| 14. Organization Security Authority /   | Responsable de la séc   | urité de l'orgar  | nisme  |                                       |             |  |
| Name (print) - Nom (en lettres moulé  | es)                     | Title - Titre   |  | Signature                             |             |  |
| David Holm  |                         | A/Manager, Project Services   |  | Holm, David Date: 2022.03.31 10:54:59 |             |  |
| Telephone No N° de téléphone Facsimile No N° de   |                         | télécopieur E-mail address - Adresse cour                                   |  | riel                                  | Date        |  |
| 647-327-4036  |                         |   | David.K.Holm@servicecanada.ç                               |                                       | 31 Mar 2022 |  |
| 15. Are there additional instructions (<br>Des instructions supplémentaires                               |                         |   |  | t-elles jointes                       | s?          | No Yes Non Oui   |
| 16. Procurement Officer / Agent d'ap  | provisionnement         |   |  |                                       |             |  |
| Name (print) - Nom (en lettres moulées)   |                         | Title - Titre   |  | Signature                             |             |  |
| Stephanie Luedee  |                         | A/Procurement Specialist  |  |                                       |             |  |
| Telephone No N° de téléphone  | Facsimile No Nº de      | télécopieur   | E-mail address - Adresse cou<br>NC-SOLICITATIONS-GD@hrsdc- |                                       | Date        |  |
| 17. Contracting Security Authority / A  | utorité contractante en | matière de sé   | curité   |                                       |             |  |
| Name (print) - Nom (en lettres moulé  | es)                     | Title - Titre   |  | Signature                             |             |  |
| Telephone No N° de téléphone  | Facsimile No Nº de      | télécopieur   | E-mail address - Adresse cou                               | urriel                                | Date        |  |

# **ANNEX "C" - BASIS OF PAYMENT**

# **Financial Bid Submission Requirements**

- a) Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- b) The Bidder must submit their financial bid in accordance with the Basis of Payment.
- c) Bidders can bid on all services where they are able to provide services.
- d) All prices are in Canadian dollars.
- e) Applicable Taxes are extra.

# <u>Unilingual Security Services Rates (English Only)</u>

| Initial Period<br>Firm Unit Prices – Security Guard Services<br>July 1, 2022 to June 30, 2023  |                  |                        |                       |
|--|------------------|------------------------|-----------------------|
| Description  | Location         | Unit of<br>Measurement | Firm Unit<br>Price(s) |
| 2 Unilingual (English only) Security Guards as describes in Annex A – Statement of Work – Regular hours (Monday to Friday 08:30 to 16:30)              | Marathon SCC     | Per deim               | \$                    |
| Unilingual Security Services as described in Annex A  – Statement of Work – Approved overtime hours (Monday to Friday 16:31 – 08:29, Saturday, Sunday) | Marathon SCC     | Per deim               | \$                    |
| 2 Unilingual (English only) Security Guards as describes in Annex A – Statement of Work – Regular hours (Monday to Friday 08:30 to 16:30)              | Dryden SCC       | Per deim               | \$                    |
| Unilingual Security Services as described in Annex A  – Statement of Work – Approved overtime hours (Monday to Friday 16:31 – 08:29, Saturday, Sunday) | Dryden SCC       | Per deim               | \$                    |
| 2 Unilingual (English only) Security Guards as describes in Annex A – Statement of Work – Regular hours (Monday to Friday 08:30 to 16:30)              | Geraldton<br>SCC | Per deim               | \$                    |
| Unilingual Security Services as described in Annex A  – Statement of Work – Approved overtime hours (Monday to Friday 16:31 – 08:29, Saturday, Sunday) | Geraldton<br>SCC | Per deim               | \$                    |

| First Option Period Firm Unit Prices – Security Guard Services July 1, 2023 to December 31, 2023   |                  |                        |                       |
|--|------------------|------------------------|-----------------------|
| Description  | Location         | Unit of<br>Measurement | Firm Unit<br>Price(s) |
| 2 Unilingual (English only) Security Guards as describes in Annex A – Statement of Work – Regular hours (Monday to Friday 08:30 to 16:30)              | Marathon SCC     | Per deim               | \$                    |
| Unilingual Security Services as described in Annex A  – Statement of Work – Approved overtime hours (Monday to Friday 16:31 – 08:29, Saturday, Sunday) | Marathon SCC     | Per deim               | \$                    |
| 2 Unilingual (English only) Security Guards as describes in Annex A – Statement of Work – Regular hours (Monday to Friday 08:30 to 16:30)              | Dryden SCC       | Per deim               | \$                    |
| Unilingual Security Services as described in Annex A  – Statement of Work – Approved overtime hours (Monday to Friday 16:31 – 08:29, Saturday, Sunday) | Dryden SCC       | Per deim               | \$                    |
| 2 Unilingual (English only) Security Guards as describes in Annex A – Statement of Work – Regular hours (Monday to Friday 08:30 to 16:30)              | Geraldton<br>SCC | Per deim               | \$                    |
| Unilingual Security Services as described in Annex A  – Statement of Work – Approved overtime hours (Monday to Friday 16:31 – 08:29, Saturday, Sunday) | Geraldton<br>SCC | Per deim               | \$                    |

| Second Option Period<br>Firm Unit Prices – Security Guard Services<br>January 1, 2023 to June 30, 2024   |                  |                        |                       |
|--|------------------|------------------------|-----------------------|
| Description  | Location         | Unit of<br>Measurement | Firm Unit<br>Price(s) |
| 2 Unilingual (English only) Security Guards as describes in Annex A – Statement of Work – Regular hours (Monday to Friday 08:30 to 16:30)              | Marathon SCC     | Per deim               | \$                    |
| Unilingual Security Services as described in Annex A  – Statement of Work – Approved overtime hours (Monday to Friday 16:31 – 08:29, Saturday, Sunday) | Marathon SCC     | Per deim               | \$                    |
| 2 Unilingual (English only) Security Guards as describes in Annex A – Statement of Work – Regular hours (Monday to Friday 08:30 to 16:30)              | Dryden SCC       | Per deim               | \$                    |
| Unilingual Security Services as described in Annex A  – Statement of Work – Approved overtime hours (Monday to Friday 16:31 – 08:29, Saturday, Sunday) | Dryden SCC       | Per deim               | \$                    |
| 2 Unilingual (English only) Security Guards as describes in Annex A – Statement of Work – Regular hours (Monday to Friday 08:30 to 16:30)              | Geraldton<br>SCC | Per deim               | \$                    |
| Unilingual Security Services as described in Annex A  – Statement of Work – Approved overtime hours (Monday to Friday 16:31 – 08:29, Saturday, Sunday) | Geraldton<br>SCC | Per deim               | \$                    |

Third Option Period Firm Unit Prices - Security Guard Services July 1, 2024 to December 30, 2024 Description Location Unit of Firm Unit Price(s) Measurement 2 Unilingual (English only) Security Guards as Marathon SCC Per deim describes in Annex A - Statement of Work - Regular hours (Monday to Friday 08:30 to 16:30) Unilingual Security Services as described in Annex A Marathon SCC Per deim \$ - Statement of Work - Approved overtime hours (Monday to Friday 16:31 – 08:29, Saturday, Sunday) 2 Unilingual (English only) Security Guards as Dryden SCC Per deim describes in Annex A – Statement of Work – Regular hours (Monday to Friday 08:30 to 16:30) Unilingual Security Services as described in Annex A Dryden SCC Per deim - Statement of Work - Approved overtime hours (Monday to Friday 16:31 – 08:29, Saturday, Sunday) 2 Unilingual (English only) Security Guards as Geraldton Per deim \$ describes in Annex A – Statement of Work – Regular SCC hours (Monday to Friday 08:30 to 16:30) Unilingual Security Services as described in Annex A Geraldton Per deim Statement of Work – Approved overtime hours SCC (Monday to Friday 16:31 – 08:29, Saturday, Sunday)

| Fourth Option Period Firm Unit Prices – Security Guard Services January 1, 2024 to June 30, 2025   |                  |                        |                       |
|--|------------------|------------------------|-----------------------|
| Description  | Location         | Unit of<br>Measurement | Firm Unit<br>Price(s) |
| 2 Unilingual (English only) Security Guards as describes in Annex A – Statement of Work – Regular hours (Monday to Friday 08:30 to 16:30)              | Marathon SCC     | Per deim               | \$                    |
| Unilingual Security Services as described in Annex A  – Statement of Work – Approved overtime hours (Monday to Friday 16:31 – 08:29, Saturday, Sunday) | Marathon SCC     | Per deim               | \$                    |
| 2 Unilingual (English only) Security Guards as describes in Annex A – Statement of Work – Regular hours (Monday to Friday 08:30 to 16:30)              | Dryden SCC       | Per deim               | \$                    |
| Unilingual Security Services as described in Annex A  – Statement of Work – Approved overtime hours (Monday to Friday 16:31 – 08:29, Saturday, Sunday) | Dryden SCC       | Per deim               | \$                    |
| 2 Unilingual (English only) Security Guards as describes in Annex A – Statement of Work – Regular hours (Monday to Friday 08:30 to 16:30)              | Geraldton<br>SCC | Per deim               | \$                    |
| Unilingual Security Services as described in Annex A  – Statement of Work – Approved overtime hours (Monday to Friday 16:31 – 08:29, Saturday, Sunday) | Geraldton<br>SCC | Per deim               | \$                    |

# ANNEX "D" - MANDATORY TECHNICAL CRITERIA

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract. Bidders can bid on all services where they are able to provide services.

The Bidder must provide the necessary documentation to clearly demonstrate compliance with these requirements.

Simply repeating the statement contained in the bid solicitation is not sufficient.

# **Mandatory Technical Criteria**

Bids which fail to meet all five (5) of the following criteria will be declared nonresponsive.

| Item<br>No. | Evaluation Criteria   | Met / Not<br>Met | Remarks / Notes |
|-------------|---|------------------|-----------------|
| M-1         | <b>Must</b> maintain an Ontario Security Guards and Private Investigators License for the duration of the contract (copy of certificate <b>must</b> be provided at bid closing).  |                  |                 |
| M-2         | Must obtain and maintain a General Liability Policy as identified in Annex E (copy of the policy/insurance must be provided at bid closing).  *the bidder must indicate in their proposal of General Liability Policy is not currently held but will be obtained and a copy of the policy must be provided at contract award* |                  |                 |
| M-3         | Must satisfy the language requirement outlined in the Statement of Work (SOW).  The bidder must satisfy the language requirement by indicating their compliance to the requirement outlined in the SOW by identifying compliance somewhere in their bid.  |                  |                 |
| M-4         | Must provide the name of the resources who hold a valid PSPC security clearance as per the Annex – B Security Requirement Checklist SRCL.  (Resource name, date of birth and security clearance number must be submitted at bid closing).   |                  |                 |
| M-5         | The Bidder must demonstrate their experience by providing relevant examples with supporting references in the last five years and/or during the existence of the company of how the company has met their contractual obligations in the delivery   |                  |                 |

of security services.

Note: Each contract or example referenced must be for a duration of three months or longer.

The reference should include as a minimum:

a) Client Organization name;
b) Start Date and End Date -specify month and year (or indicate if work is still in progress).
c) A description of the scope of the services provided; and
d) Name and contact information (phone number, email) of an Authorized Representative who will confirm the information supplied by the Bidder.

#### **ANNEX "E" - INSURANCE REQUIREMENT**

- 1. The Contractor must obtain 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 \$1,000,000.00 per accident or occurrence and in the annual aggregate.
- 2. The General Liability policy must include the following:
  - a. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - b. 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.
  - c. 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.
  - d. 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.
  - d. 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.
  - f. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - g. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - h. 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.
  - i. 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.
  - j. 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.

**COVID-19 Vaccination Requirement Certification** 

# ANNEX "F" - 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, 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.

| ,                                       | (first and last name), as the representative of (name of business) pursuant to (insert solicitation number), warrant and certify that all   |
|---|---|
| personi                                 | nel that (name of business) will provide on the   |
| esultin                                 | g Contract who access federal government workplaces where they may come into contact with servants will be:   |
| a)<br>b)                                | fully vaccinated against COVID-19; 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; or  |
| c)                                      | partially vaccinated against COVID-19 for a period of up to 10 weeks from the date of their first dose and subject to temporary measures that have been presented to and approved by Canada, immediately after which period the personnel will meet the conditions of (a) or (b) or will no longer access federal government workplaces where they may come into contact with public servants under this Contract;  |
|   | ch time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination or Supplier Personnel are no longer in effect.  |
| nave be                                 | that all personnel provided by (name of business) een notified of the vaccination requirements of the Government of Canada's COVID-19 ation Policy for Supplier Personnel, and that the   |
|   | of business) has certified to their compliance with this requirement.   |
| he dura<br>erifica<br>s found<br>eserve | that the information provided is true as of the date indicated below and will continue to be true for ation of the Contract. I understand that the certifications provided to Canada are subject to tion at all times. I also understand that Canada will declare a contractor in default, if a certification if to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada is the right to ask for additional information to verify the certifications. Failure to comply with any cor requirement imposed by Canada will constitute a default under the Contract. |
| Signatu                                 | re:   |
|   |   |
| equire                                  | al a purposes only, initial below if your business already has its own mandatory vaccination policy or ments for employees in place. Initialing below is not a substitute for completing the mandatory ation above.   |
| nitials:                                |   |
| nforma                                  | tion 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

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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.