RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Department of Justice Canada Finance and Planning Branch Attention: Kayla Pordonick Kayla.Pordonick@justice.gc.ca

Ministère de la Justice Canada Direction générale des finances et de la planification Attention : Kayla Pordonick Kayla.Pordonick@justice.gc.ca

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Comments - Commentaires

Proposal To: Department of Justice Canada

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

On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:

- 1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;
- 2. This bid is valid for the period requested in the bid solicitation;
- 3. All the information provided in the bid is complete, true and accurate: and
- 4. If the bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.

Proposition au : Ministère de la Justice Canada

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

En apposant ma signature ci-après, j'atteste, au nom du soumissionnaire, que j'ai lu la demande de propositions (DP) en entier, y compris les documents incorporés par renvoi dans la DP et que :

- 1. le soumissionnaire considère qu'il a les compétences et que ses produits sont en mesure de satisfaire les exigences obligatoires décrites dans la demande de soumissions;
- 2. cette soumission est valide pour la période exigée dans la demande de soumissions ;
- 3. tous les renseignements figurant dans la soumission sont complets, véridiques et exacts; et
- 4. si un contrat est attribué au soumissionnaire, ce dernier se conformera à toutes les modalités énoncées dans les clauses concernant le contrat subséquent et comprises dans la demande de soumissions.

Signature

Title – Sujet				
	ervices for the Dep Capital Region (NC		t of Justice Canada (JUS)	n
Solicitation No. – N° de l'invitation Date				
1000030947 July		July 12, 2022		
Client Referen	nce No. – N° référen	ce du c	ient	
1000030947				
GETS Referen	ice No. – N° de réféi	rence d	SEAG	
1000030947				
Solicitation Cl L'invitation pr			ne Zone seau horaire	
at – à 02 :	00 PM – 14h00	Ea	stern Daylight Time (EDT)	
on – le Aug	gust 23, 2022	He	ure Avancée de l'Est (HAE)	
F.O.B F.A.E Plant-Usine: [⊠ o	ther-Autre: 🗌	
Address inqui	ries to – Adresser t	toute de	mande de renseignements à	:
Kayla Pordon	lick			
	Telephone No.		ile No. / e-mail	
Code regional	et N° de téléphone		élécopieur / courriel	
-			Pordonick@justice.gc.ca	
	of Goods, Services des biens, services	•		
National Cap	ital Region (NCR)			
Instructions: Instructions :	See Herein Voir aux présentes	6		
Delivery require	ed -Livraison exigée	De	ivery offered -Livraison propos	sée
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Date

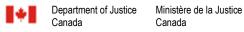


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PART 1 - GENERAL INFORMATION

1.1	Introduction
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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 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:

- Annex A Statement of Work,
- Annex B Basis of Payment,
- Annex C Security Requirements Checklist,
- Annex D Integrity Regime Verification Form
- Annex E Task Authorization Form
- Annex F Insurance Requirements

1.2 Summary

1.2.1 The Department of Justice Canada (JUS) National Accommodations Division has a requirement for relocation services in support of client requirements within the National Capital Region (NCR). Services of the personnel and equipment will be required on and as and when requested basis at JUS sites across the NCR.

The resulting contract will be a Task Authorization contract, from date of award until March 31, 2023 with the option to extend by three (3) additional one (1) year option periods. The annual budget for these services is estimated not to exceed \$250,000.00 plus applicable taxes.

- 1.2.2 There are security requirements associated with this requirement. For additional information, consult Part 6 Security, Financial and Other Requirements, and Part 7 Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<u>http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html</u>) website.
- 1.2.3 The requirement is subject to the provisions of the Canada 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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 Office of the Procurement Ombudsman (OPO)

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$26,400 for goods and \$105,700 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at <u>boa.opo@boa-opo.gc.ca</u>, by telephone at 1-866-734-5169, or by web at <u>www.opo-boa.gc.ca</u>. For more information on OPO's services or to determine if your concerns are within the Ombudsman's mandate, please see the <u>Procurement Ombudsman Regulations</u> or visit the <u>OPO website</u>.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The 2003 (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements (2003 - Standard Instructions - Goods or Services - Buyandsell.gc.ca) are incorporated by reference into and form part of the bid solicitation.

Section 05, Submission of Bids, subsection 4, of 2003 Standard Instructions - Goods or Services - Competitive Requirements, incorporated by reference above, is amended as follows:

Delete: 60 days Insert: 180 days

2.2 Submission of Bids

Soft copy bid submission by email

- (a) Bids must be received by the Contracting Authority (<u>Kayla.Pordonick@justice.gc.ca</u>) by the date and time indicated on page 1 of the solicitation; and
- (b) Canada will not be responsible for late bids received at destination after the closing date and time, even if it was submitted before.

2.3 Enquiries - Bid Solicitation

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

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

2.4 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

Soft copy bid submission by email: Canada requests that bidders provide their bid in separate attachments as follows:

Section I: Technical Bid - one (1) soft copy by email

Section II: Financial Bid – one (1) soft copy by email

Section III: Certifications - one (1) soft copy by email

Section IV: Additional Information - one (1) soft copy by email

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

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.
- 12 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

II1 Bidders must submit their financial bid in accordance with Part 4 - Evaluation Procedures and Basis of Selection, 4.1.2, Financial Evaluation.

Section III: Certifications

- III1 Bidders must submit the certifications and additional information required under Part 5, including the attachments to Part 5.
- III2 Bidders must also submit Page 1 of this Request for Proposal, duly completed and signed and dated by a person authorized to sign on behalf of the Bidder (Vendor/firm).

Section IV: Additional Information

- IV1 In Section IV of their bid, bidders should provide:
 - 1. their legal name;
 - 2. their Procurement Business Number (PBN);
 - the name of the contact person (provide also this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;
 - 4. for Part 6, article 6.1, Security Requirement, of the bid solicitation:
 - a) for each individual who will require access to classified or protected information, assets or sensitive work sites:
 - 1) the name of the individual;
 - 2) the date of birth of the individual; and
 - if available, information confirming the individual meets the security requirement as indicated in Part 7 -Resulting Contract Clauses.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 EVALUATION PROCEDURES

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to Attachment 1 to Part 4 : Technical Evaluation Criteria.

4.1.2 Financial Evaluation

4.1.2.1 For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with Attachment 2 to Part 4 : Financial Evaluation - Pricing Schedule.

Should there be an error in the extended pricing of the Bidder's proposal, the unit pricing and rates shall prevail and the extended pricing shall be corrected in the evaluation. Any errors in quantities of the Bidder's proposal shall be changed to reflect the quantities stated in the Request for Proposal (RFP).

Blank Prices: Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in *Attachment 2 to Part 4 : Financial Evaluation - Pricing Schedule*. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No Bidder will be permitted to add or change a price as part of this confirmation. Any Bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

4.2 BASIS OF SELECTION

4.2.1 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.

In the event two or more responsive bids have the same lowest Total Evaluated Price for Table 3, these bids will be ranked in descending order of evaluated total prices for Table 1 - Services; the responsive bid with the lowest evaluated total for Table 1 - Service being ranked the highest.

ATTACHMENT 1 TO PART 4 – TECHNICAL EVALUATION CRITERIA

Mandatory Technical Criteria

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

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

Experience used to demonstrate compliancy must include the following information:

- The client organization/department the work was done for;
- The dates/duration of the project;
- A description of the project; and
- Description of the activities performed.

Bidders are also advised that the month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

MANDATORY TECHNICAL CRITERIA					
ltem	Mandatory Requirements	Cross Referenced to Proposal			
M1	Bidder's Experience: At the date of bid closing, the Bidder must have a minimum of sixty (60) months experience in providing relocation services as described in the Statement of Work in Annex A to at least three (3) different Federal Government departments or agencies.				
M2	Minimum Proposed Personnel: The Bidder must propose a minimum of twenty (20) different resources: - One (1) Crew Supervisor - A minimum of ten (10) Movers/Packers - A minimum of four (4) Installers - A minimum of four (4) Informatics Equipment Disconnect/Reconnect Resources - A minimum of one (1) Licensed Truck or Van Driver (who will also perform moving tasks) To be compliant with M2, the name(s) for each category must be identified.				
М3	 Crew Supervisor's Experience: The Bidder must designate a bilingual Crew Supervisor as described in the Statement of Work in Annex A. The Crew Supervisor must have the following: a) A minimum of twelve (12) months experience in moving and relocating office equipment and furniture b) A minimum of twelve (12) months experience in installing, assembling and disassembling office furniture c) A minimum of six (6) months experience as a Crew Supervisor. NOTE: The experience required for a), b), and c) must not overlap with another. Where it does, the time will only be counted once. 				

ATTACHMENT 2 TO PART 4 - FINANCIAL EVALUATION - PRICING SCHEDULE

The Bidder must complete the tables below and include them in its financial bid. As a minimum, the Bidder must respond to this pricing schedule by inserting in its financial bid, for each of the periods specified below, its quoted firm all-inclusive hourly rate (in Cdn \$) for each of the Resource Categories identified, as well as its firm pricing for each of the items identified.

The rates specified below, when quoted by the Bidder, includes any of the following expenses that may need to be incurred to satisfy the terms of any contract that may result from its bid:

- (a) all travel and living expenses for work performed within the National Capital Region (NCR). The NCR is defined in the National Capital Act, R.S.C. 1985, c. N-4, S.2. The National Capital Act is available on the Justice Website: <u>http://laws-lois.justice.gc.ca/eng/acts/N-4/page-1.html#docCont</u>
- (b) any travel expenses for travel between the Contractor's place of business and the NCR;
- (c) any travel and living expenses for the relocation of resources to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation;
- (d) the supply of any items for which the Contractor must use in order to carry out its duties within the Statement of Work, which includes but is not limited to: dollies, screen carts, computer carts, floor protection sheets, corner protectors, fridge carts, furniture glides/skates, blankets, furniture pads and the personnel's toolkit; and
- (e) any parking charges the Contractor may occur when their vehicles are not in use.

NOTE: Applicable taxes are not to be included in any of the tables below.

TABLE 1 - SERVICES INITIAL PERIOD – CONTRACT AWARD TO MARCH 31, 2023					
Category	Firm All-Inclusive RateA - RegularB - PremiumMonday to FridayMonday to Friday BeforeBetween 8:00AM and8:00AM and After 5:00PM,5:00PMWeekends, and Statutory Holidays		C – TOTAL (A+B)	D - WEIGHT	E – WEIGHTED TOTAL (C x D)
Crew Supervisor	\$/hour	\$/hour	\$	10%	\$
Mover/Packer	\$/hour	\$/hour	\$	50%	\$
Installer	\$/hour	\$/hour	\$	10%	\$
Informatics Equipment Disconnect/Reconnect Resource	\$/hour	\$/hour	\$	10%	\$
Cube Van with Licensed Driver (Mover)	\$/hour	\$/hour	\$	10%	\$
Truck with 6800kg GVWR with Licensed Driver (Mover)	\$/hour	\$/hour	\$	10%	\$
TABLE 1 – SERVICES TOTAL				\$	

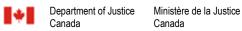


TABLE 2 - ITEMS INITIAL PERIOD – CONTRACT AWARD TO MARCH 31, 2023			
Item	Firm Price		
Warehousing (per cubic foot, per day)	\$		
Cardboard Box, 2.2 cu. ft. (per box)	\$		
Plastic Bin 30" x 24" with lid, labels and security ties (per box, per day)	\$		
Plastic Moving Bin with Lid (per day, per bin)	\$		
Packing/Duct Tape (per roll)	\$		
Labels, roll of 100 (per roll)	\$		
Bubble Wrap, 48in. x 750ft. (per roll)	\$		
Shrink Wrap, 18in x 1500ft., 60 gauge (per roll)	\$		
TABLE 2 – ITEMS TOTAL	\$		

TABLE 3 – EVALUATION OF PRICE					
TABLE	WEIGHTED TOTAL (F x G)				
TABLE 1 - SERVICES	\$	85%	\$		
TABLE 2 - ITEMS	\$	15%	\$		
TOTAL EVALUATED PRICE \$					

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after contract award. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

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* website (<u>http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html</u>), to be given further consideration in the procurement process.

5.1.2 Additional Certifications

Bidders must submit Attachment 2 to Part 5 – Additional Certifications as part of their bid.

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 (<u>http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html</u>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

The Bidder must complete and return the Integrity Verification Form attached at Annex D.

5.2.2 Security Requirements – Required Documentation

In accordance with the requirements of the Contract Security Program of Public Works and Government Services Canada (<u>http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html</u>), the Bidder must provide a completed <u>Contract Security Program Application</u> for Registration (AFR) form to be given further consideration in the procurement process.

Bidders are reminded to obtain the required security clearance and, as applicable, security capabilities promptly. As indicated above, bidders who do not provide all the required information at bid closing will be given the opportunity to complete any missing information from the AFR form within a period set by the Contracting Authority. If that information is not provided within the timeframe established by the Contracting Authority (including any extension granted by the Contracting Authority in its discretion), or ilf Canada requires further information from the Bidder in connection with assessing the request for security clearance (i.e., information not required by the AFR form), the Bidder will be required to submit that information within the time period established by the Contracting Authority, which will not be less than 48 hours. If, at any time, the Bidder fails to provide the required information within the timeframe established by the Contracting Authority, its bid will be declared non-compliant.

A copy of the fillable form has been provided as a separate document with the RFP.

5.2.3 Federal Contractors Program for Employment Equity

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 website

(https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).

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

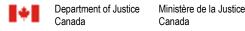


Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed Attachment 3 to Part 5 - Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed Attachment 3 to Part 5 - Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2.4 Former Public Servant

A duly completed Attachment 1 to Part 5 - Information on Former Canadian Public Servant should be completed and submitted with the bid but may be submitted afterwards. If 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 comply with the request of the Contracting Authority and to provide the certification within the time frame specified will render the bid non-responsive.



ATTACHMENT 1 TO PART 5 - INFORMATION ON FORMER CANADIAN PUBLIC SERVANT

Former Public Servant

A duly completed **Attachment 1 to Part 5 - Information on Former Canadian Public Servant** should be completed and submitted with the bid but may be submitted afterwards. If 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 comply with the request of the Contracting Authority and to provide the certification within the time frame specified will render the bid non-responsive.

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

A. <u>Definitions</u>

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

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

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

"pension" means a pension or annual allowance paid under the <u>Public Service Superannuation Act (PSSA)</u>, 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.

B. 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:

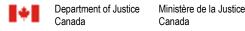
By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with <u>Contracting Policy</u> <u>Notice: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

C. 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:



ATTACHMENT 2 TO PART 5 – ADDITIONAL CERTIFICATIONS

Bidders must submit Attachment 2 to Part 5 - Additional Certifications as part of their bid.

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

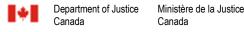
A. Status and Availability of Resources

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.

B. 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.



ATTACHMENT 3 TO PART 5 - FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

Federal Contractors Program for Employment Equity

The Bidder must submit a duly completed Attachment 3 to Part 5 - Federal Contractors Program for Employment Equity - Certification, as part of their bid.

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit Employment and Social Development Canada (ESDC) – Labour's website. (<u>http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/index.shtml</u>).

Date: (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

- A. Check only one of the following:
 - A1. The Bidder certifies having no work force in Canada.
 - A2. The Bidder certifies being a public sector employer.
 - A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
 - A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
 - A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
 - A5.1 The Bidder certifies already having a valid and current <u>Agreement to Implement Employment Equity (AIEE)</u> in place with ESDC-Labour.

OR

A5.2 The Bidder certifies having submitted the <u>Agreement to Implement Employment Equity (LAB1168)</u> to ESDC-Labour. As this is a condition to contract award, proceed to completing the form <u>Agreement to Implement Employment Equity</u> (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

B1. The Bidder is not a Joint Venture.

OR

B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex *Federal Contractors Program for Employment Equity - Certification.* (Refer to the Joint Venture section of the Standard Instructions)

PART 6 - SECURITY REQUIREMENTS

6.1 Security Requirements

- 6.1.1 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.
- 6.1.2 Before access to sensitive information is provided to the Bidder, the following conditions must be met:
 - (a) the Bidder's proposed individuals requiring access to sensitive information, assets or sensitive work sites must meet the security requirements as indicated in *Part 7 Resulting Contract Clauses*;
 - (b) the Bidder's security capabilities must be met as indicated in *Part 7 Resulting Contract Clauses*.
- 6.1.3 For additional information on security requirements, bidders should refer to the <u>Contract Security Program</u> of Public Works and Government Services Canada (<u>http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html</u>) website.

PART 7 - RESULTING CONTRACT CLAUSES

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

CONTRACT SPECIFICATIONS

STATEMENT OF WORK

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

1.2 TASK AUTHORIZATION

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

1.2.1 <u>Task Authorization Process</u>

The Project / Technical Authority will provide the Contractor with a written email request, containing as a minimum: the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables.

The Contractor must provide the Project / Technical Authority, within five (5) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract. The Contractor must also provide the categories and names of the proposed resources that will be conducting the work under the Task Authorization.

The Contractor must not commence work until a TA (form is attached as Annex E) authorized by the Contracting Authority has been received and signed off by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

1.2.2 Minimum Work Guarantee - All the Work - Task Authorizations

1.2.2.1 In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and "Minimum Contract Value" means 1%.

- 1.2.2.2 Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 1.2.2.3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- 1.2.2.3 In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- 1.2.2.4 Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

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 (SACC) Manual* (<u>https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</u>) issued by Public Works and Government Services Canada.

2.1 GENERAL CONDITIONS

The 2035 General Conditions - Higher Complexity - Services (2022-05-12), apply to and form part of the Contract.

SECURITY REQUIREMENTS

- **3.1** The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.
 - 1. The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
 - The Contractor personnel requiring access to sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the CSP, PWGSC, the Contractor personnel MAY NOT ENTER sites without an escort.
 - 3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
 - 4. The Contractor must comply with the provisions of the:
 - a. Security Requirements Check List and security guide, attached at Annex C;
 - b. Contract Security Manual (Latest Edition).
- **3.2** The Company Security Officer must ensure through the Contract Security Program that the Contractor and individuals hold a valid security clearance at the required level.

4. TERM OF CONTRACT

4.1 PERIOD OF THE CONTRACT

The period of the Contract is from date of Contract to March 31, 2023 inclusive.

4.2 OPTION TO EXTEND THE CONTRACT

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year periods 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 five (5) 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.

4.3 TERMINATION ON THIRTY DAYS' NOTICE

- 4.3.1 Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.
- 4.3.2 In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

5. AUTHORITIES

5.1 CONTRACTING AUTHORITY

The Contracting Authority for the Contract is: Kayla Pordonick Senior Contracting Officer Department of Justice Canada 284 Wellington Street, Ottawa ON, K1A 0H8 Telephone: 613-301-9709 E-mail address: Kayla.Pordonick@justice.gc.ca

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

5.2 PROJECT / TECHNICAL AUTHORITY (TO BE COMPLETED AT CONTRACT AWARD)

The Project / Technical Authority for the Contract is: Name:



l itle:
Department of Justice Canada
Address:
Telephone:
E-mail address:

The Project / Technical 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 / Technical Authority, however the Project / Technical 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.

5.3 CONTRACTOR'S REPRESENTATIVE (TO BE COMPLETED AT CONTRACT AWARD)

Name:	
Telephone:	
E-mail address:	

5.4 **INSPECTION AND ACCEPTANCE**

The Project / Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS (if applicable)

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

PAYMENT

7.1 **BASIS OF PAYMENT**

The Contractor will be paid for the Work specified in the authorized task authorization (TA), in accordance with the Annex B - Basis of Payment.

Canada's liability to the Contractor under the authorized task authorization (TA) must not exceed the limitation of expenditure specified in the authorized task authorization (TA). Custom duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

7.2 LIMITATION OF EXPENDITURE - CUMULATIVE TOTAL OF ALL TASK AUTHORIZATIONS

- 7.2.1 Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$. (to be completed at contract award) Customs duties are included and Applicable Taxes are extra.
- 7.2.2 No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- 7.2.3 The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or

b. four (4) months before the contract expiry date, or

c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,

whichever comes first.

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

7.3 METHOD OF PAYMENT

7.3.1 <u>Monthly Payment</u>

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.

7.3.2 Payment by Direct Deposit

Payments by direct deposit will be subject to section 16, Payment Period and section 17, Interest on Overdue Accounts, set out in 2035 General Conditions - Higher Complexity - Services (2022-05-12) forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the *Direct Deposit Enrolment Form* (separate forms are available for Canadian and United States vendors). The form can be obtained from the Department of Justice Canada internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their *Direct Deposit Enrolment Form* is up to date. Should the Contractor's information within the *Direct Deposit Enrolment Form* not be accurate or up to date, the provisions identified herein under section 16, *Payment Period* and section 17, *Interest on Overdue Accounts*, set out in <u>2035</u> <u>General Conditions - Higher Complexity - Services</u> (2022-05-12) forming part of this Contract will not apply, until the Contractor corrects the matter.

7.3.3 Discretionary Audit

The following are subject to government audit before or after payment is made:

- a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
- b) The accuracy of the Contractor's time recording system.
- c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s).
- d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.

Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

7.3.4 <u>Time Verification</u>

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

INVOICING INSTRUCTIONS

8.1 The Contractor must submit invoices in accordance with the section entitled "*Invoice Submission*" of the general conditions. Claims cannot be submitted until all work identified in the claim is completed.

Each invoice must be supported by a copy of time sheets to support the time claimed.

8.2 Invoices must be distributed as follows:

- a) The Contractor must provide each invoice via e-mail to the Project / Technical Authority and ______ for certification and payment. (to be completed at contract award)
- b) Each invoice must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

CERTIFICATIONS AND ADDITIONAL INFORMATION

9.1 <u>COMPLIANCE</u>

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9.2 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - DEFAULT BY THE CONTRACTOR

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

10 APPLICABLE LAWS (to be completed at contract award)

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

11 PRIORITY OF DOCUMENTS (to be completed at contract award)

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 2035 General Conditions Higher Complexity Services (2022-05-12);
- (c) Annex A Statement of Work;
- (d) Annex B Basis of Payment;
- (e) Annex C Security Requirements Check List;
- (f) Annex D Integrity Regime Verification Form;
- (g) Annex E Task Authorization Form;
- (h) Annex F Insurance Requirements;
- (i) the signed Task Authorizations (including all of its annexes, if any);
- (j) the Contractor's bid dated _

12 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.

13 INSURANCE – SPECIFIC REQUIREMENT

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

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

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

14. DISPUTE RESOLUTION FOR CANADIAN CONTRACTORS

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at <u>boa.opo@boa-opo.gc.ca</u>, by telephone at 1-866-734-5169, or by web at <u>www.opo-boa.gc.ca</u>. For more information on OPO's services, please see the <u>Procurement Ombudsman Regulations</u> or visit the <u>OPO website</u>.

15. COMPLAINTS BY CANADIAN CONTRACTORS WITH RESPECT TO THE ADMINISTRATION OF THE CONTRACT

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at <u>boa.opo@boa-opo.gc.ca</u>, by telephone at 1-866-734-5169, or by web at <u>www.opo-boa.gc.ca</u>. For more information on OPO's services, please see the <u>Procurement</u> <u>Ombudsman Regulations</u> or visit the <u>OPO website</u>.

ANNEX A – STATEMENT OF WORK

1. TITLE

Relocation Services for the Department of Justice Canada (JUS) in the National Capital Region (NCR)

2. BACKGROUND

JUS has over 2000 employees in the NCR spread out in different locations. Over the past several years, the National Accommodations Division has had almost daily scheduled and unscheduled moves for dismantling and installation of office equipment that could range from one (1) office to a hundred (100) or more. It is possible that these numbers could increase or decrease as business needs arise.

3. OBJECTIVE

The objective of this requirement is to acquire services from one (1) Contractor to dismantle, move and install office equipment, furniture, related goods/services and other equipment (informatics equipment, kitchen appliances, etc), for JUS on an "as and when requested basis". The services of the Contractor will be required in and between the following buildings:

- 284 Wellington Street, Ottawa;
- 275 Sparks Street, Ottawa;
- 99 Bank Street, Ottawa;
- 50 O'Connor Street, Ottawa;
- 360 Albert Street, Ottawa;
- 350 Albert Street, Ottawa;
- 219 Laurier Avenue, Ottawa
- As needed, any other JUS office spaces located in the NCR;
- As needed, any other federal government buildings located in the NCR; and
- On occasion, material may need to be picked up, delivered and/or installed at employee residences (within Gatineau and Ottawa City limits).

4. SCOPE OF WORK

The Contractor must carry out, to the satisfaction of the Project/Technical Authority, on an "as and when requested basis" through Task Authorizations (TAs), the required services that include but are not limited to the following:

4.1 Dismantling, Moving and Installation Services

- Dismantling and installation of various systems furniture products, such as: Haworth, Teknion, etc. Could also include the dismantling and installation of any other type of furniture, workstations, and/or case goods.
- Reconfiguration of workstations, mostly Haworth and Teknion but could include other types of workstations as well;
- Moving office furniture, workstation systems, office equipment, computers, filing cabinets, records and other similar effects;
- Packing, crating, loading, uncrating, unpacking, unloading, assembling and clean up at the end of each move;
- Transportation by hand or by truck of workstation systems, office equipment, filing cabinets, records, etc., from one location to another within the NCR;
- Removal and installation of furniture lock sets;
- Disconnect and reconnect of computers, printers, fax machines, telephones, scanners and miscellaneous informatics equipment;
- Provision of all necessary equipment/material to move furniture or equipment on an "as and when requested basis" (i.e. dollies, truck, van, as per work size and schedule); and
- Any other services as deemed acceptable and agreed upon between the Project/Technical Authority and the Contractor.

4.1.1 The Contractor must provide all appropriate managerial, administrative, direct labour personnel, tools, lifting equipment, wrapping materials, supplies and transportation that are necessary to accomplish all required services properly, safely and in a timely manner.

4.1.2 The Contractor is required to prepare furniture and effects lists, and identify any items found to be damaged or scratched prior to any moves. The damage is to be verified by the Project/Technical Authority or its delegate, prior to the item being moved.

4.1.3 The Contractor must wrap all articles subject to breakage, denting, scratching, marring, soiling, chafing, or damage with padding or other appropriate materials.

4.1.4 The Contractor is responsible for delivering all products in a "clean ready to be installed" and/or "utilized" state.

4.1.5 After Contract award, the Contractor is responsible to familiarize themselves with the locations in which this work is likely to occur, in order to assess the docking, loading and unloading facilities, and to become familiar with the various freight handling systems.

4.1.6 All work performed under the terms and conditions of any resulting Task Authorization (TA) will be subject to inspection and acceptance by the Project/Technical Authority.

4.2 Warehousing Services

For the full duration of the Contract, the Contractor must have access to onsite or offsite storage facility locations within the NCR on short notice, if required. The Contractor will be responsible to store and organize all furniture components and products within the facilities.

4.2.1 The Contractor is responsible for creating, providing and maintaining an updated inventory of all material, equipment and furniture stored. If requested by the Project/Technical Authority, the Contractor must be able to provide an inventory report within twenty-four (24) hours.

4.2.2 The Contractor must provide lifting equipment, wrapping material, etc. for the proper storage of goods and or disposal as well as all warehouse handling, including loading and unloading from trucks.

4.2.3 The Contractor personnel must store all products as per manufacturers recommended practices and abide by all specific site health and safety practices.

4.2.4 The Project/Technical Authority has the right to inspect all onsite or offsite storage facilities and upon notice from JUS, the Contractor must address and resolve all issues within twenty-four (24) hours.

4.2.5 Furniture will be moved in and out of the warehouse on an as and when required basis.

4.2.6 All goods must be sorted by type, with the same type of goods on a skid, where applicable.

4.2.7 JUS National Accommodations Division employees will be granted access to Contractor provided warehouse facilities when applicable/necessary.

4.3 Contractor Equipment, Materials and Supplies

4.3.1 The Contractor must have the ability to correspond via email with JUS in order to receive Task Authorizations.

4.3.2 The Contractor must provide all tools, equipment, supplies, and related material required for the performance of the work under any resulting Task Authorization at no extra cost to JUS. There is to be no additional transportation cost incurred by JUS between JUS NCR locations and the Contractor's premises.

- 4.3.3 Examples of items that may be required and are to be supplied by the Contractor, but are not limited to:
 - Soft wheel padded dollies
 - Screen carts
 - Plastic library boxes with lids
 - Electronic/computer carts (soft wheels)
 - Plastic moving bins with lids
 - Packing or duct tape
 - Floor protection sheets (i.e. aspenite or equivalent)
 - Corner protectors
 - Labels
 - Dollies
 - Blankets/furniture pads
 - Fridge cart
 - Bubble wrap
 - Furniture glides/skates.

4.3.4 Each crew will have ready for usage, the necessary tool kits that consist of the following, but are not limited to:

- Robertson screwdrivers, sizes #6 and #8
- Philips screwdrivers, sizes #5 and #8
- Two sizes of standard (flat head) screwdrivers, sizes #6 and #8
- Long needle nose pliers
- Vice grips
- Side cutters
- Metric and Imperial wrenches (complete sets)
- Rubber and Ballpein hammers
- Cordless drills (with #6 and #8 Robertson screwdriver bits and Philips bits) with extra recharged batteries

- Metric and Imperial Allen keys (complete sets)
- 100-foot measuring tape
- Hammer
- Roller jacks

4.3.5 The Contractor may be asked to provide additional items, as identified in Annex B – Basis of Payment. These items must be approved by the Project/Technical Authority for use and will be reimbursed in accordance with the pricing provided in Annex B. JUS is under no obligation to purchase these additional items.

4.3.6 The Contractor must have at its disposal, an adequate number of moving trucks/vehicles to provide the services outlined within the Statement of Work and each Task Authorization. The Contractor must ensure that all vehicles are clean and in good working order and must be able to provide back-up vehicles in case of a breakdown, at no additional cost to JUS.

4.4 Work Permits, Licensing and Certificates

The Contractor must obtain and maintain all permits, licenses and certificates of approval required for the work to be performed under any applicable federal, provincial or municipal legislation. The Contractor is responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor must provide a copy of any such permit, license, or certificate to JUS.

4.5 JUS Facility Access/Parking

4.5.1 JUS will not provide facilities/accommodations to the Contractor or its personnel.

4.5.2 The Contractor is responsible for obtaining parking permits as required. The Contractor will be liable for any fines or other costs that result from a contravention of parking restrictions. It is the responsibility of the Contractor to contact the appropriate organizations who manage parking at the facilities, to enquire about and then advise personnel of parking requirements and restrictions. The parking regulations apply to both company vehicles and Contractor personnel private vehicles.

4.5.3 There is no parking available onsite at any JUS NCR location. JUS will not be responsible for any parking fees that result when Contractor's vehicle(s) are not in use. Those costs are the Contractor's responsibility.

5. CONTRACTOR PERSONNEL

5.1 Required Personnel

The Contractor must at all times throughout the validity of the Contract be able to provide services of the following categories of resources:

- Crew Supervisor (JUS's single point of contact)
- Movers/Packers
- Installers
- Informatics Equipment Disconnect/Reconnect Resources
- Licensed Truck or Van Driver, who also performs moving tasks
- 5.1.1 The Crew Supervisor will act as JUS's single point of contact and must:
 - Be able to work in both official languages (English and French)
 - Carry a cellular phone at all times (cellphone cost not to be incurred by JUS)
 - Manage the work requirements through Task Authorizations (TAs)
 - Report to the Project/Technical Authority at the specified dates and times determined in the TAs
 - Manage one or more projects at a time (potentially at different locations)
 - Coordinate the sequence of a move or several moves, supervise/direct Contractor personnel, be responsible for all personnel's on-site conduct, and have the authority to request extra personnel if requested by the Project/Technical Authority.

5.1.2 The Contractor must provide the same individuals, if possible, for continuity and security purposes. If new personnel are involved, security information will be provided to the Project/Technical Authority so clearances can be verified.

5.1.3 The Contractor must ensure that all Contractor personnel performing any work under the Contract are suitable for the type of work performed. Labour employed to perform services under this Contract must be experienced and competent in the performance of the specific tasks to which they are assigned.

5.1.4 The Contractor must ensure that drivers provided under the Contract are licensed to operate the required vehicles and equipment.

5.1.5 The Project/Technical Authority reserves the right to reject any Contractor personnel that are determined to be unsuitable to perform the services required. Notification will be given in writing to the Contractor specifying the individual(s) name(s) and reason for rejection.

5.2 Personnel Responsibilities

5.2.1 Personnel assigned to this work must be fully experienced movers, packers, installers and informatics equipment disconnect/reconnect resources. They must possess the knowledge and expertise necessary to competently perform the services required. Required experience/skills include, but are not limited to:

- Packing;
- Office relocations;
- Assembly and dismantling of storage system units;
- Dismantling and installation of workstations including power screens or integrated workstations manufactured by but not limited to Haworth and Teknion;
- Disconnect and reconnect of computers, printers, fax machines, telephones, scanners and miscellaneous informatics equipment.

5.2.2 Personnel assigned to perform services must be able to read and understand floor plans, screen and various furniture layouts.

5.2.3 All Contractor personnel must bring a photo identification (ID) card (Health Card or Driver's License) to get a JUS access card (provided by the JUS Security Office), and must wear the JUS access card at all times while on JUS's premises. Access cards are to be returned to Security at the end of each working day.

5.2.4 Personnel must wear protective footwear and clothing, must use protective equipment, materiel and devices as required, and in accordance with the Canada Occupational Health and Safety Regulations (<u>https://laws-lois.justice.gc.ca/eng/regulations/sOr-86-304/index.html</u>) and the Canada Labour Code (https://laws-lois.justice.gc.ca/eng/acts/l-2/). Contractor personnel must also act in accordance with any regulations set forth by the building owners and/or property managers.

5.2.5 All personnel must display the Contractor company's name or logo on the outer garment for identification & security purposes as well as the JUS building access card. At any time while on-site, the Contractor personnel could be asked to identify themselves.

5.2.6 Each crew must carry one cellular device at all times for immediate responses (cellphone cost not to be incurred by JUS).

5.2.7 All personnel on-site must comply with all safety, security regulations and smoking policies applicable to the building(s) in which the work is being conducted.

5.2.8 Personnel will be required to move electronic and sensitive equipment at the discretion of the Project/Technical Authority. It is the responsibility of the Contractor to determine all special requirements in regard to moving this equipment and get approval from the Project/Technical Authority on the approach.

5.3 Code of Conduct

5.3.1 The Contractor must maintain satisfactory standards of personnel competency, conduct, cleanliness, appearance and integrity and is responsible for taking such disciplinary action with respect to employees as required. The Contractor's personnel who perform services under this contract must always be in uniform identifying them as employees. Contractor's personnel are expected to adhere to standards of conduct that reflect credit on themselves and their employer.

5.3.2 Neglect of duty is not acceptable. This includes unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or to cooperate in upholding the integrity of the work site security. Contractor personnel must be on site only for performance of contractual duties and not for other business or personal purposes.

5.3.3 Disorderly conduct and use of abusive or offensive language is not permitted. Additionally, Contractor personnel must not participate in disruptive activities which interfere with normal and efficient JUS operations.

5.3.4 The Project/Technical Authority reserves the right to direct the Contractor to remove personnel from the work site for failure to comply with the code of conduct. The Contractor must immediately replace such personnel to maintain continuity of services at no additional cost.

6. HOURS OF WORK

6.1 All work must be provided strictly in accordance with the hours of work condition specified herein, and the time frames specified on each individual Task Authorization. The work schedule may be subject to change in the event of unforeseen circumstances and as authorized by the Project/Technical Authority.

6.2 Under this Contract, JUS defines a full day as 7.5 hours of work for JUS, not including 0.5 hours unpaid lunch break. Overtime is defined as working hours that are in excess of a full day (7.5 hours of work under this Contract for JUS, not including 0.5hrs unpaid lunch break).



6.3 All approved overtime will be paid based on the hourly rates for personnel wages and will be applied at 1.5 times the hourly rates.

6.4 Overtime will be paid for Statutory Holidays which are regularly recognized by the Contractor and for which the Contractor compensates personnel in addition to their regular wage. NOTE: The Ontario Family Day in February is not a national statutory holiday for Government of Canada and is to be considered a normal working day. It is a statutory holiday in the Province of Ontario. Overtime pay will be applicable if the Contractor is located in Ontario. Other than Statutory Holidays, there will be no premium paid for overtime unless the overtime is approved in advance and in writing by the Project/Technical Authority.

6.5 The Contractor will be paid from the time the personnel arrive at JUS premises until the work is complete for the day. The Contractor must not charge for travel time between their location and JUS premises at the beginning and end of work hours (unless warehousing at the Contractors location is required).

5.6 JUS core hours of operation is from 8:00am to 5:00pm Monday to Sunday The Contractor or its personnel that are required to work during noncore hours under this Contract must obtain pre-authorization in writing by the Project/Technical Authority prior to commencing work.

7. TIMELINES

7.1 JUS will provide the Contractor a minimum of forty-eight (48) hours' notice for work required through a Task Authorization (TA) form. The TA will identify work required, location, date and time for work to be performed, and any other required details. For larger requirement requiring a number of personnel, a greater lead time will be given. For small requirements (up to 5 personnel), the Contractor should be able to supply adequate personnel within forty-eight (48) hours' notice.

7.2 There may occasionally be a requirement for last minute or urgent requests, such as floods, other disasters, cabinet shuffles, etc. The Contractor will be required to provide movers on site with 2 hours' notice. The Project/Technical Authority will communicate these requirements by telephone to the Contractor or Crew Supervisor. A Task Authorization will be sent to confirm the telephone conversation.

7.3 The Contractor will comply strictly to the schedule and timelines as outlined in the Task Authorizations (TAs) unless otherwise authorized by the Project/Technical Authority.

8. LANGUAGE OF WORK

The Contractor must provide a Crew Supervisor who is bilingual and must ensure at least one (1) personnel while working on site at JUS (if the Crew Supervisor is not present) is bilingual, as identified below:

Language :	Bilingual - English and French		
Language Proficiency Gr	id:		
Oral	Advanced Level		
	A person speaking at this level can:		
	support opinions		
	 understand and express hypothetical and conditional ideas 		
Comprehension	Advanced Level		
-	A person reading at this level can:		
	 understand most complex details, inferences and fine points of meaning 		
	 have a good comprehension of specialized or less familiar material 		
Written	Advanced Level		
	A person writing at this level can:		
	 write texts where ideas are developed and presented in a coherent manner 		

9. TRAVEL REQUIREMENTS

There are no travel requirements associated with this Contract.

10. DAMAGE

10.1 Any damage to the premises resulting from a move carried out by the Contractor personnel must be rectified by the Contractor within seven (7) days following that move and is the Contractor's responsibility and expense.

10.2 Any damage Government of Canada Property such as furniture, furnishings and equipment, elevator cabs identified by JUS resulting from a move carried out by the Contractor personnel must be rectified within seven (7) days following that move and is the Contractor's responsibility and expense.

10.3 It is the responsibility of the Contractor to report to the Project/Technical Authority any damaged furniture, computers, screens, etc. prior to being moved; otherwise, the Contractor will be held responsible for the damaged equipment/furniture.

10.4 The Contractor personnel are responsible for the cleanliness and organization of the storage facilities.

10.5 The Contractor is responsible for damages to stored products that are a result of improper storage practices.

10.6 The Contractor personnel must familiarize themselves with procedures and schedules for accessing JUS's occupied buildings in the NCR, including the elevators and loading and unloading facilities. No additional payment will be made as a result of the Contractor's failure to comply with this.

10.7 The Contractor will ensure that resilient floor covering, carpets and marble and terrazzo floors are protected from damage during the moves.

10.8 The Contractor will ensure that all heavy pieces of equipment and machinery are moved on proper dollies and over planking and protective floor coverings to prevent overloading or damage to floors in the work site buildings.

10.9 During and on completion of the moving services, the Contractor will collect all rubbish, crates and packing materials, remove them from the premises, and dispose of or recycle them in an appropriate manner.

ANNEX B – BASIS OF PAYMENT

A – SERVICES

The rates below include the following expenses that may need to be incurred to satisfy the terms of the contract:

- (a) all travel and living expenses for work performed within the National Capital Region (NCR). The NCR is defined in the National Capital Act, R.S.C. 1985, c. N-4, S.2. The National Capital Act is available on the Justice Website: <u>http://laws-lois.justice.gc.ca/eng/acts/N-4/page-1.html#docCont;</u>
- (b) any travel expenses for travel between the Contractor's place of business and the NCR;
- (c) any travel and living expenses for the relocation of resources to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation;
- (d) the supply of any items for which the Contractor must use in order to carry out its duties within the Statement of Work, which includes but is not limited to: dollies, screen carts, computer carts, floor protection sheets, corner protectors, fridge carts, furniture glides/skates, blankets, furniture pads and the personnel's toolkit; and
- (e) any parking charges the Contractor may occur when their vehicle(s) are not in use.

All proposed personnel must be available to work outside JUS core hours of operation (outside of 8:00am to 5:00pm Monday to Sunday) during the duration of the Contract. All approved overtime will be paid based on the hourly rates for personnel wages and will be applied at 1.5 times the hourly rates as defined in Annex A – Statement of Work, 6. Hours of Work and as identified in the tables below.

The Contractor will be paid from the time the personnel arrive at JUS premises until the Work is complete for the day. The Contractor must not charge for travel time between their location and JUS premises at the beginning and end of work hours (unless warehousing at the Contractors location is required).

A1 – RESOURCE CATEGORIES

A1.1 INITIAL PERIOD

The Contractor shall be paid the following firm all-inclusive hourly rate(s) in Canadian funds, GST or HST extra as applicable, for each resource category listed below, for work and services performed pursuant to this Contract:

INITIAL PERIOD – CONTRACT AWARD TO MARCH 31, 2023				
	Firm All-Inclusive Rate			
Category	Regular Monday to Friday Between 8:00AM and 5:00PM	Premium Monday to Friday Before 8:00AM and After 5:00PM, Weekends, and Statutory Holidays		
Crew Supervisor	\$/hour	\$/hour		
Mover/Packer	\$/hour	\$/hour		
Installer	\$/hour	\$/hour		
Informatics Equipment Disconnect/Reconnect Resource	\$/hour	\$/hour		

(amounts to be inserted from Pricing Schedule at contract award)

A1.2 OPTION PERIODS

CPI CALCULATION

If exercised, for the Option Period 1 (April 1, 2023 to March 31, 2024), Option Period 2 (April 1, 2024 to March 31, 2025), and Option Period 3 (April 1, 2025 to March 31, 2026):

The contract rates in the Basis of Payment A1.1 above will receive an economic price adjustment for the start of the new Contract Year by the percentage change in the Consumer Price Index for Canada, All-Items (Not Seasonally Adjusted), published by Statistics Canada (<u>Consumer Price</u> <u>Index, monthly, not seasonally adjusted (statcan.gc.ca)</u>) for the month of February immediately preceding the new contract year. The following formula will be used:

Economic Price Adjustment (%) = $(A/B - 1) \times 100$

Where:

A = The monthly CPI for All-Items for Canada, for the month of February immediately preceding the new contract year, rounded to 2 decimal places. B = The monthly CPI for All-Items for Canada, in February from the previous calendar year, rounded to 2 decimal places.



Subject to the exercise of the Contract option(s) to extend the Contract period, the Contractor shall be paid the following firm all-inclusive hourly rate(s) in Canadian funds, GST or HST extra as applicable, for each resource category listed below, to complete all work and services required to be performed in relation to the Contract extension:

OPTION PERIC	DD 1 – APRIL 1, 2023 TO MARCH 31,	2024		
	Firm All-Inclusive Rate			
Category	Regular Monday to Friday Between 8:00AM and 5:00PM	Premium Monday to Friday Before 8:00AM and After 5:00PM, Weekends, and Statutory Holidays		
Crew Supervisor	\$/hour	\$/hour		
Mover/Packer	\$/hour	\$/hour		
Installer	\$/hour	\$/hour		
Informatics Equipment Disconnect/Reconnect Resource	\$/hour	\$/hour		

(amounts to be determine as per the CPI calculation if/when exercising the option and inserted via amendment)

OPTION PERIO	D 2 – APRIL 1, 2024 TO MARCH 31,	2025	
	Firm All-Inclusive Rate		
Category	Regular Monday to Friday Between 8:00AM and 5:00PM	Premium Monday to Friday Before 8:00AM and After 5:00PM, Weekends, and Statutory Holidays	
Crew Supervisor	\$/hour	\$/hour	
Mover/Packer	\$/hour	\$/hour	
Installer	\$/hour	\$/hour	
Informatics Equipment Disconnect/Reconnect Resource	\$/hour	\$/hour	

(amounts to be determine as per the CPI calculation if/when exercising the option and inserted via amendment)

OPTION PERIOD 3 – APRIL 1, 2025 TO MARCH 31, 2026				
	Firm All-Inclusive Rate			
Category	Regular Monday to Friday Between 8:00AM and 5:00PM	Premium Monday to Friday Before 8:00AM and After 5:00PM, Weekends, and Statutory Holidays		
Crew Supervisor	\$/hour	\$/hour		
Mover/Packer	\$/hour	\$/hour		
Installer	\$/hour	\$/hour		
Informatics Equipment Disconnect/Reconnect Resource	\$/hour	\$/hour		

(amounts to be determine as per the CPI calculation if/when exercising the option and inserted via amendment)

A2 – RESOURCE AND VEHICLE CATEGORIES

A2.1 INITIAL PERIOD

The Contractor shall be paid the following firm all-inclusive hourly rate(s) in Canadian funds, GST or HST extra as applicable, for each resource category listed below, for work and services performed pursuant to this Contract:

INITIAL PERIOD – CONTRACT AWARD TO MARCH 31, 2023				
	Firm All-Inclusive Rate			
Category	Regular	Premium		
	Monday to Friday Between 8:00AM and 5:00PM	Monday to Friday Before 8:00AM and After 5:00PM, Weekends, and Statutory Holidays		
Cube Van with Licensed Driver (Mover)	\$/hour	\$/hour		
Truck with 6800kg GVWR with Licensed Driver (Mover)	\$/hour	\$/hour		

(amounts to be inserted from Pricing Schedule at contract award)

A2.2 OPTION PERIODS

CPI CALCULATION

If exercised, for the Option Period 1 (April 1, 2023 to March 31, 2024), Option Period 2 (April 1, 2024 to March 31, 2025), and Option Period 3 (April 1, 2025 to March 31, 2026):

The contract rates in the Basis of Payment A2.1 above will receive an economic price adjustment for the start of the new Contract Year by the percentage change in the Consumer Price Index for Canada, Transportation (Not Seasonally Adjusted), published by Statistics Canada (<u>Consumer Price</u> <u>Index</u>, <u>monthly</u>, <u>not seasonally adjusted (statcan.gc.ca)</u>) for the month of February immediately preceding the new contract year. The following formula will be used:

Where:

A = The monthly CPI for Transportation for Canada, for the month of February immediately preceding the new contract year, rounded to 2 decimal places.

B = The monthly CPI for Transportation for Canada, in February from the previous calendar year, rounded to 2 decimal places.

Subject to the exercise of the Contract option(s) to extend the Contract period, the Contractor shall be paid the following firm all-inclusive hourly rate(s) in Canadian funds, GST or HST extra as applicable, for each resource category listed below, to complete all work and services required to be performed in relation to the Contract extension:

OPTION PERIOD 1 – APRIL 1, 2023 TO MARCH 31, 2024				
	Firm All-Inclusive Rate			
Category	Regular	Premium		
	Monday to Friday Between 8:00AM and 5:00PM	Monday to Friday Before 8:00AM and After 5:00PM, Weekends, and Statutory Holidays		
Cube Van with Licensed Driver (Mover)	\$/hour	\$/hour		
Truck with 6800kg GVWR with Licensed Driver (Mover)	\$/hour	\$/hour		

(amounts to be determine as per the CPI calculation if/when exercising the option and inserted via amendment)

OPTION PERIOD 2 – APRIL 1, 2024 TO MARCH 31, 2025				
	Firm All-Inclusive Rate			
Category	Regular	Premium		
Outegory	Monday to Friday Between 8:00AM and 5:00PM	Monday to Friday Before 8:00AM and After 5:00PM, Weekends, and Statutory Holidays		
Cube Van with Licensed Driver (Mover)	\$/hour	\$/hour		
Truck with 6800kg GVWR with Licensed Driver (Mover)	\$/hour	\$/hour		

(amounts to be determine as per the CPI calculation if/when exercising the option and inserted via amendment)



OPTION PERIOD 3 – APRIL 1, 2025 TO MARCH 31, 2026				
	Firm All-Inclusive Rate			
Category	Regular	Premium Monday to Friday Before 8:00AM and After 5:00PM, Weekends, and Statutory Holidays		
	Monday to Friday Between 8:00AM and 5:00PM			
Cube Van with Licensed Driver (Mover)	Cube Van with Licensed Driver (Mover) \$/hour			
Truck with 6800kg GVWR with Licensed Driver (Mover)	\$/hour	\$/hour		

(amounts to be determine as per the CPI calculation if/when exercising the option and inserted via amendment)

B – ITEMS

B1 – INITIAL PERIOD

The Contractor shall be paid the following firm prices in Canadian funds, GST or HST extra as applicable, for each item listed below, for work and services performed pursuant to this Contract:

INITIAL PERIOD – CONTRACT AWARD TO MARCH 31, 2023			
Item	Firm Price		
Warehousing (per cubic foot, per day)	\$		
Cardboard Box, 2.2 cu. ft. (per box)	\$		
Plastic Bin 30" x 24" with lid, labels and security ties (per box, per day)	\$		
Plastic Moving Bin with Lid (per day, per bin)	\$		
Packing/Duct Tape (per roll)	\$		
Labels, roll of 100 (per roll)	\$		
Bubble Wrap, 48in. x 750ft. (per roll)	\$		
Shrink Wrap, 18in x 1500ft., 60 gauge (per roll)	\$		

(amounts to be inserted from Pricing Schedule at contract award)

B2 – OPTION PERIODS

CPI CALCULATION

If exercised, for the Option Period 1 (April 1, 2023 to March 31, 2024), Option Period 2 (April 1, 2024 to March 31, 2025), and Option Period 3 (April 1, 2025 to March 31, 2026):

The contract price in the Basis of Payment B1 above will receive an economic price adjustment for the start of the new Contract Year by the percentage change in the Consumer Price Index for Canada, All-Items (Not Seasonally Adjusted), published by Statistics Canada (Consumer Price Index, monthly, not seasonally adjusted (statcan.gc.ca)) for the month of February immediately preceding the new contract year. The following formula will be used: Economic Price Adjustment (%) = $(A/B - 1) \times 100$

Where:

A = The monthly CPI for All-Items for Canada, for the month of February immediately preceding the new contract year, rounded to 2 decimal places. B = The monthly CPI for All-Items for Canada, in February from the previous calendar year, rounded to 2 decimal places.

Subject to the exercise of the Contract option(s) to extend the Contract period, the Contractor shall be paid the following firm prices in Canadian funds, GST or HST extra as applicable, for each item listed below, for work and services to be performed in relation to the Contract extension:

OPTION PERIOD 1 – APRIL 1, 2023 TO MARCH 31, 2024		
Item	Firm Price	
Warehousing (per cubic foot, per day)	\$	
Cardboard Box, 2.2 cu. ft. (per box)	\$	
Plastic Bin 30" x 24" with lid, labels and security ties (per box, per day)	\$	
Plastic Moving Bin with Lid (per day, per bin)	\$	
Packing/Duct Tape (per roll)	\$	
Labels, roll of 100 (per roll)	\$	
Bubble Wrap, 48in. x 750ft. (per roll)	\$	
Shrink Wrap, 18in x 1500ft., 60 gauge (per roll)	\$	

(amounts to be determine as per the CPI calculation if/when exercising the option and inserted via amendment)

OPTION PERIOD 2 – APRIL 1, 2024 TO MARCH 31, 2025			
Item	Firm Price		
Warehousing (per cubic foot, per day)	\$		
Cardboard Box, 2.2 cu. ft. (per box)	\$		
Plastic Bin 30" x 24" with lid, labels and security ties (per box, per day)	\$		
Plastic Moving Bin with Lid (per day, per bin)	\$		
Packing/Duct Tape (per roll)	\$		
Labels, roll of 100 (per roll)	\$		
Bubble Wrap, 48in. x 750ft. (per roll)	\$		
Shrink Wrap, 18in x 1500ft., 60 gauge (per roll)	\$		

(amounts to be determine as per the CPI calculation if/when exercising the option and inserted via amendment)

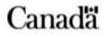
OPTION PERIOD 3 – APRIL 1, 2025 TO MARCH 31, 2026		
ltem	Firm Price	
Warehousing (per cubic foot, per day)	\$	
Cardboard Box, 2.2 cu. ft. (per box)	\$	
Plastic Bin 30" x 24" with lid, labels and security ties (per box, per day)	\$	
Plastic Moving Bin with Lid (per day, per bin)	\$	
Packing/Duct Tape (per roll)	\$	
Labels, roll of 100 (per roll)	\$	
Bubble Wrap, 48in. x 750ft. (per roll)	\$	
Shrink Wrap, 18in x 1500ft., 60 gauge (per roll)	\$	

(amounts to be determine as per the CPI calculation if/when exercising the option and inserted via amendment)

ANNEX C – SECURITY REQUIREMENTS CHECK LIST

-	Government	Gouvernement			Contract Number / Numéro du cont	trat		
of Canada du Canada			1000030947					
					Security Classification / Classification de UNCLASSIFIED	sécurité		
Originating G Ministère ou a) Subcontra Brief Descrip The Contract equipment an f. a) Will the su Le fournis	TRACT INFORM Sovernment Depa organisme gouve ct Number / Num tion of Work / Bro or will provide "as a d furniture in variou upplier require acc seur aura-t-il acci applier require acc	ISTE DE VÉRIFIC ATION / PARTIE A intment or Organization ememental d'origine éro du contrat de sou live description du tra nd when required" through a JUS locations through cess to Controlled Go ès à des marchandis	INFORMATION CONTRAL on / Justice Canada us-traitance 3. b) Na ivait agh Task Authorizations, moving nout the NCR. bods? es contrôlées?	S RELATIVE	UNCLASSIFIED	and insta	ant	Yes Oui Yes Oui
Le fournis	seur aura-t-il acco		chniques militaires non class	sifiées qui sont	assujetties aux dispositions du Règlement			_ 00
	trôle des données type of access re	quired / Indiquer le ty	ype d'accès requis					
Le fournis (Specify th (Préciser I 5. b) Will the su PROTECT Le fournis	seur ainsi que les ne level of access le niveau d'accès upplier and its em TED and/or CLAS seur et ses empli	s employés auront-ils using the chart in Qu en utilisant le tablea ployees (e.g. cleaner SIFIED information o oyés (p. ex. nettoyeu	uestion 7. c) u qui se trouve à la question rs, maintenance personnel) or assets is permitted. rs, personnel d'entretien) au	ts ou à des bier n 7. c) require access pront-ils accès à	formation or assets? ns PROTÉGÉS et/ou CLASSIFIÉS? to restricted access areas? No access to a des zones d'accès restreintes? L'accès		Von	Yes Oui Yes Oui
			ES et/ou CLASSIFIES n'est tent with no overnight storage			2	No [Yes
			on commerciale sans entre		?		Non L	Oui
. a) Indicate th	e type of informa	tion that the supplier	will be required to access /	Indiquer le type	e d'information auquel le fournisseur devra	a avoir ac	oès	
	Canada		NATO / OT A	N	Foreign / Étrange	r 🗌		
. b) Release n	estrictions / Restr	ictions relatives à la		hand				
No release re: Aucune restric à la diffusion			All NATO countries Tous les pays de l'OTAN		No release restrictions Aucune restriction relative à la diffusion			
Not releasable À ne pas diffu Restricted to: Specify countr	ser L	le(s) pays :	Restricted to: / Limité à : Specify country(les): / Pré	ciser le(s) pays	Restricted to: / Limité à : s : Specify country(les): / Préci	iser le(s)	pays :	
		u dinformation						
the second s			MATO UNCLASSIED		DPOTECTED A			
PROTECTED	A [NATO UNCLASSIFIED NATO NON CLASSIFIÉ		PROTECTED A PROTÉGÉ A			
PROTECTED PROTÉGÉ A	^		NATO UNCLASSIFIED NATO NON CLASSIFIÉ NATO RESTRICTED			님		
PROTECTED PROTÉGÉ A PROTECTED	^		NATO NON CLASSIFIÉ		PROTÉGÉ A			
PROTECTED PROTÉGÉ A PROTECTED PROTÉGÉ B	B		NATO NON CLASSIFIÉ NATO RESTRICTED		PROTÉGÉ A PROTECTED B			
PROTECTED PROTÉGÉ A PROTECTED PROTÉGÉ B PROTECTED	B		NATO NON CLASSIFIÉ NATO RESTRICTED NATO DIFFUSION REST		PROTÉGÉ A PROTECTED B PROTÉGÉ B			
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of Canada

Government Gouvernement du Canada

Contract Number / Numéro du contrat	
1000030947	
Security Classification / Classification de sécur	rité

UNCLASSIFIED

8. Will the sup Le fournisse If Yes, indic	inued) / PARTIEA (suite) plier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? sur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ate the level of sensitivity: native, indiquer le niveau de sensibilité :	No Yes Non Oui
9. Will the sup Le fournisse Short Title(s	plier require access to extremely sensitive INFOSEC information or assets? eur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? s) of material / Titre(s) abrégé(s) du matériel : Number / Numéro du document :	No Yes Non Oui
PART B - PER	RESONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR) Rel security screening level required / Niveau de contrôle de la sécurité du personnel requis	
	RELIABILITY STATUS CONFIDENTIAL SECRET TOP S	ECRET
		C TOP SECRET
	SITE ACCESS ACCES AUX EMPLACEMENTS	
	Special comments: Commentaires spéciaux :	
	NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit (itre fourni.
Du pers If Yes, v Dans l'a PART C - SA	screened personnel be used for portions of the work? sonnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? will unscreened personnel be escorted? affirmative, le personnel en question sera-t-il escorté? FEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)	No Ves Non Ves No Ves Non Ves Oui
11. a) Will the	nisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou	No Yes Non Oui
11. b) Will the Le four	supplier be required to safeguard COMSEC information or assets? nisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?	No Yes Non Oui
PRODUCTIO	ON	
occur a Les inst	production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment It the supplier's site or premises? tallations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ LASSIFIÉ?	No Yes Non Oui
INFORMATI	ON TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)	
informa Le four	supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED tion or data? nisseur sera-t-li tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des prements ou des données PROTÉGÉS et/ou CLASSIFIÉS?	No Ves Non Oui
11. e) Will the Dispose	re be an electronic link between the supplier's IT systems and the government department or ageno/? era-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence nementale?	No Ves Non Oui

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CURING LIVUINDER	TAULURA AN	

1000030947

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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.

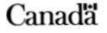
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

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 Categorie	PROTECTED				NATO				COMSEC							
	A	8	c	CONFIDENTIAL	SECRET	TOP	NATO RESTRICTED	NATO CONFIDENTIAL	NATO	COSMIC TOP		NOTECT		CONROENTIAL	SECRET	TOP SEORET
				CONFIDENTIEL		THES SECHET	NATO DIFFUSION RESTRENTE	NATO CONFIDENTIEL		SECRET COSMIC TRES SECRET	A	B	c	CONFIDENTIEL		TRES SECRET
nformation / Assets Conseignements / Biens																
Production		1														
T Media / Support TI		1														
IT Link / Lien électronique																
La description If Yes, classif Dans l'affirm « Classificati	fy th ativ	nis fe	orm	by annotatin fier le présen	g the top	and bott	om in the an diquant le ni	ea entitled "S	Security (Classifica	tion"	Iée				
2. b) Will the docu La documenta	ime	ntati 1 as s	on a socié	ttached to this e à la présent	SRCL be	PROTE(CTED and/or e PROTÉGÉ	CLASSIFIED E et/ou CLAS	? SIFIÉE?					2	No Non	
If Yes, classi attachments Dans l'affirm	(e.g	. SE	CR	T with Attac	hments).	aire en in	diquant le n	iveau de sécu	urité dan	s la case	intitu	lée				
« Classificati des pièces jo	on	des	écu	rité » au haut	et au bar	s du form	ulaire et ind	iquer qu'il y	a des piè	ces jointe	os (p.	ex.	SEC	RETAVEC		

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Government Gouvernement du Canada of Canada

Contract Number	/ Numéro du contrat	ł

1000030947

Security Classification / Classification de sécurité UNCLASSIFIED

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

Categorie	PROTECTED				NATO				COMSEC										
	A	8	8	8	8	c	CONFIDENTIAL	SECRET	TOP	NATO REST RECTED	NATO CONFIDENTIAL	NATO	COSMIC TOP		NOTECT		CONFIDENTIAL	SECRET	SECRE
				CONFICENTIEL		THES SECRET	NATO DIFFUSION RESTRENTE	NATO CONFIDENTIEL		SECRET COSMC THES SECRET	A	8	c	CONFIDENTIEL		TRES			
nformation / Assets Renseignements / Biens																			
Production										1									
T Media / Support TI																_			
IT Link / Lien électronique					1					1									
2. a) Is the descrip	tion	of the	he w	ork contained	within thi	s SRCL F	ROTECTED	and/or CLAS	SIFIED?	SSIFIÉE?				[✓ No Non				
2. a) Is the descrip La description If Yes, classif Dans l'affirm « Classificati	du t y th	is fo	al vie orm l assit	sé par la prèse by annotating fier le présen	ante LVEF g the top t formula	and botte	e de nature P om in the an diquant le ni	ea entitled "S	ecurity CLAS	Classifica	tion".	Iée		[No Non				
If Yes, classif Dans l'affirma	du t iy th ative on d	rava is fo e, cla le so ntatio	ill vis orm l assit scur	sé par la prèse by annotating fier le présen ité » au haut tached to this	ante LVEF g the top t formula et au bas SRCL be	and botto ire en ind du form	e de nature P om in the an diquant le ni ulaire. CTED and <i>l</i> or	PROTEGEE er ea entitled "S veau de sécu CLASSIFIED	vou CLAS lecurity (irité dans ?	Classifica	tion".	Iée		[No Non				

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Security Guide (to accompany the SRCL)

All Contractor personnel requiring access to JUS premises should each hold at a minimum, a valid reliability status, granted or approved by the CSP, PWGSC.

If there are instances where unscreened Contractor pesonnel are being proposed by the Contractor to complete portions of the Work, it must be approved up front by the Project/Technical Authority. Those unscreened personnel will be escorted on JUS premises at all times.

For high security areas (requiring higher than reliability status) on JUS premises, the Contractor pesonnel will be escorted at all times while completing the Work in those areas.



ANNEX D - INTEGRITY REGIME VERIFICATION FORM

The supplier should complete the Form and submit it precedent to contract award.*

Supplier's legal name:	
Organizational structure:	 corporate entity privately owned corporation sole proprietor
Bidder's address:	
Procurement Business Number (PBN):	

Directors / Owners *										
First Name	Last Name	Position (if applicable)								

* Note:

- i. Suppliers, including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- ii. Privately owned corporations must provide the names of the owners of the corporation.
- iii. Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- iv. Suppliers that are a partnership do not need to provide a list of names.



ANNEX E - TASK AUTHORIZATION FORM

TASK AUTHORIZATION FORM	I FORMULAIRE D'AI	UTORISATION DE TÂCHE						
Contract Number Numéro du contrat								
Task Authorization (TA) No. N° de l'autoris	ation de tâche (AT)							
Contractor's Name and Address Nom et ad	dresse de l'entrepreneur							
Original Authorization Autorisation origina	ale	r						
Total Estimated Cost of Task (Applicable taxes extra) Coût estimatif total de la tâche (Taxes applicables en		\$						
TA Revisions Previously Authorized (as applica	able) Révisions de l'AT au	ttorisées précédemment (s'il y a lieu)						
Instructions to the TA Authority: the information for the prev numbers (the first revision must be identified as No. 1, the s rows, as needed.	viously authorized revisions must be becond as No. 2, etc). If no increase	presented in ascending order of assigned revision e or decrease was authorized, enter \$0.00. Add						
par ordre croissant des numéros de révision attribués (la pre	Instructions à l'attention de la personne responsable de l'autorisation d'une AT: les révisions autorisées précédemment doivent être présentées par ordre croissant des numéros de révision attribués (la première révision doit être identifiée par le numéro 1, la seconde par le numéro 2, et ainsi de suite). Si aucune augmentation ou diminution n'a été autorisée, inscrire 0.00\$. Au besoin, ajouter des rangées.							
	Authorized Increase or Decrease (<i>i</i> Augmentation ou réduction autorise							
	Authorized Increase or Decrease (<i>i</i> Augmentation ou réduction autorise							
	Authorized Increase or Decrease (<i>i</i> Augmentation ou réduction autorise							
	Authorized Increase or Decrease (<i>i</i> Augmentation ou réduction autorise							
	Authorized Increase or Decrease (<i>i</i> Augmentation ou réduction autorise							
New TA Revision (as applicable) Nouvelle	révision de l'AT (s'il y a lie	u)						
Instructions to the TA Authority: the first revision must be id enter \$0.00.	lentified as No. 1, the second as No.	b. 2, etc. If no increase or decrease is authorized,						
Instructions à l'attention de la personne responsable de l'au seconde par le numéro 2, et ainsi de suite. Si aucune augr								
	Authorized Increase or Decrease (/ Augmentation ou réduction autorise							
Total Estimated Cost of Task (Applicable taxes extra) Coût estimatif total de la tâche (Taxes applicables en		\$						
Contract Security Requirements (as applicable) Exigences du contrat relatives à la sécurité (s'il y a lieu)								
This task includes security requirements. Cette tâche comprend des exigences relatives à la sécurité:								
Non Yes. Refer to the Security Requirements Chec	klist (SRCL) annex of the Contr	act						
Oui. Voir l'annexe du contrat comprenant la Lis								
Remarks (as applicable) Remarques (s'il y a lieu):								

Required Work | Travaux requis

The content of sections A, B, C and D below must be in accordance with the Contract. | Le contenu des sections A, B, C et D cidessous doit être conforme au contrat.

SECTION A- Task Description of the Work required | Description de tâche des travaux requis

SECTION B- Applicable Basis of Payment | Base de paiement applicable

The Contractor shall be paid the firm all-inclusive hourly rate(s) and/or firm price(s) in Canadian funds, GST or HST extra as applicable, for each resource category and/or item listed in Annex B – Basis of Payment of the Contract, for work and services performed pursuant to this Contract.

SECTION C- Cost Breakdown of Task | Ventilation du coût de la tâche

SECTION D- Applicable Method of Payment | Méthode de paiement applicable

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.

Authorization | Autorisation

By signing this TA, the Project / Technical Authority or the Contracting Authority or both, as applicable, certify(ies) that the content of this TA is in accordance with the Contract.

En apposant sa signature sur cette AT, le chargé de projet ou l'autorité contractante ou, s'il y a lieu, les deux atteste(nt) que le contenu de cette AT respecte les conditions du contrat.

Name of Project / Technical Authority | Nom du Chargé de projet / responsable technique

Signature and Date

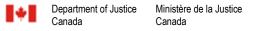
Name of Contracting Authority for this TA | Nom de l'autorité contractante pour cette AT

Signature and Date

Contractor's Signature | Signature de l'entrepreneur

Name and title of individual authorized to sign for the Contractor | Nom et titre de la personne autorisée à signer au nom de l'entrepreneur

Signature and Date



ANNEX F - INSURANCE REQUIREMENTS

Commercial General Liability Insurance

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

2. The Commercial General Liability policy must include the following:

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

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

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

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

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

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

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

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

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

j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days 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.

I. 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. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

o. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the

settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

All Risk Property Insurance

The Contractor must obtain All Risks Property insurance while the Government Property is under its care, custody or control, and maintain it in force throughout the duration of the Contract, in an amount of not less than \$2,000,000.00. The Government's Property must be insured on Replacement Cost (new) basis.

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

2. The All Risks Property insurance policy must include the following:

(a) Notice of Cancellation: The Contractor will provide the Contracting Authority at least thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

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

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

Warehouseman's Legal Liability Insurance

1. The Contractor must obtain Warehouseman's Legal Liability Insurance coverage on Government Property, and maintain it in force while under its care, custody or control for storage, in an amount of not less than \$2,000,000.00. The Government's Property must be insured on a Replacement Cost (new) basis.

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 Government Property to ensure that claims are properly made and paid.

3. The following endorsements must be included:

(a) 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.

(b) Settlement of Claims: The insurance proceeds regarding any loss of or damage to Government Property must be payable to the appropriate party as directed by the Contracting Authority.

(c) Loss Payee: Canada as its interest may appear or it may direct.

(d) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by the Department of Justice Canada and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

All Risk in Transit Insurance

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 \$2,000,000.00 per shipment. Government Property must be insured on Replacement Cost (new) basis.

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

(a) Notice of Cancellation: The Contractor will provide the Contracting Authority at least thirty (30) days prior written notice of any policy cancellation or any changes to the insurance policy.

(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 The Department of Justice Canada and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

Automobile Liability Insurance

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

2. The policy must include the following:

(a) Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence

(b) Accident Benefits - all jurisdictional statutes

(c) Uninsured Motorist Protection

(d) Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.