

RETURN BIDS TO / RETOURNER LES SOUMISSIONS À:

Courts Administration Service |
Service administratif des tribunaux
judiciaires, Contracting and Materiel
Management | Contrats et gestion du
matériel

Procurement.Approvisionnement@cas-satj.gc.ca

Att: Darlene Simms

REQUEST FOR PROPOSAL**DEMANDE DE PROPOSITION****Proposal To: Courts Administration Service**

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.

Proposition aux: Service administratif des tribunaux judiciaires

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)

This document contains a Security Requirement

Issuing Office – Bureau de distribution

Courts Administration Services – Contracting
Authority
Contracting & Material Management
90 Sparks St
Ottawa, Ontario
K1A 0H9

Title – Sujet Office Relocation Services	
Solicitation No. – N° de l'invitation 5X001-22-0261	Date October 13, 2022
Client Reference No. – N° référence du client	
GETS Reference No. – N° de référence de SEAG PW-22-01010058	
File No. – N° de dossier 5X001-22-0261	
Solicitation Closes – L'invitation prend fin at – à : 2:00 PM, EDT (Eastern Daylight Time) on – le : November 1, 2022	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Inquiries to : - Adresser toutes questions à: Procurement.Approvisionnement@cas-satj.gc.ca Attention: Darlene Simms	
Destination – of Goods, Services, and Construction / Destination – des biens, services et construction : See Herein	

Delivery required - Livraison exigée	
See Herein	
Vendor/Firm Name and address / Nom et Adresse du fournisseur/de l'entrepreneur :	
Telephone No. – N° de téléphone :	
Name and title of person authorized to sign on behalf of Vendor/firm (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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PART 1 - GENERAL INFORMATION

1.1 Security Requirement

There is a security requirement associated with the requirement. For additional information, consult Part 4 - Evaluation Procedures and Basis of Selection, and Part 6 - Resulting Contract Clause.

1.2. Statement of Work (SOW)

The work to be performed as detailed under Annex "A" of the resulting contract clauses.

1.3 Summary

The Courts Administration Services located in Ottawa, ON, wishes to award **one or more Contract(s)** to provide "Office Relocation Services" within the National Capital Region at (three (3) locations- 90 Sparks Street, 200 Kent Street and Pink Road three locations for the period of one (1) year with two (2) one (1) year option periods as indicated in Annex "A", Statement of work is attached.

1.4 Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site on one the following dates by sending an email to the Project Authority Stephanie Podrez no later than 24 hours prior to the date selected below:

October 19, 2022 at 1:00 p.m. (EST)

October 20, 2022 at 1:00 p.m. (EST)

Interested bidders are to meet at:

**Thomas D'Arcy McGee Building
Courts Administration Service
90 Sparks Street
Ottawa (ON), K1A 0H9**

Registration and initial convention will take place in the main lobby close to the Commissionaire's Desk on the dates that the bidders have registered.

Bidders are requested to communicate the selected date to the Project Authority by email only to: stephanie.podrez@cas-satj.gc no later than 24 hours prior to the date they have selected to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders will be requested to sign an attendance sheet.

Bidders who do not attend or do not send a representative will not be given an alternative appointment

Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

1.5 Debriefing

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions](#) Manual (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) 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, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.3 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is excluded.

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

Delete: 60 days
Insert: 180 days

2.2 Submission of Bids

Bids must only be submitted electrically to Procurement.Approvisionnement@cas-satj.gc.ca, Attention: Darlene Simms will only be accepted.

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 5 (five) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.3 Enquiries - Bid Solicitation

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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 Trade Agreements – This requirement is subject to CFTA only

Trade agreements: This requirement is exempt from all trade agreements based on the Section V: V502 (Relocation services) (Other Services auxiliary to all modes of transport) excluded as per Annex 14 Annex K *bis*-01.1-4

- World Trade Organization Agreement on Government Procurement – (WTO-AGP);
- Canada-European Union Comprehensive Economic and Trade Agreement (CETA);
- Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP);
- Canada-Chile Free Trade Agreement (CCFTA)
- Canada-Colombia Free Trade Agreement (CCFTA)
- Canada-Honduras Free Trade Agreement (CHFTA)
- Canada-Panama Free Trade Agreement (CKFTA)
- Canada-Korea Free Trade Agreement (CKFTA);
- Canada-Peru Free Trade Agreement (CPFTA)
- Canada-Ukraine Free Trade Agreement (CUFTA)

This requirement is not subject to the provisions of:

- a) **World Trade Organization Agreement on Government Procurement (WTO-AGP):**
V502 (Relocation services) and CPC Prov code 7490 (Other Services auxiliary to all modes of transport) services not included in Annex 5 - Services
- b) **Canada-European Union Comprehensive Economic and Trade Agreement (CETA):**
V502 (Relocation services) and CPC Prov code 7490 (Other Services auxiliary to all modes of transport) excluded as indicated in Annex 19.5 - Services
- c) **Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP):**
V502 (Relocation services) and CPC Prov code 7490 (Other Services auxiliary to all modes of transport) excluded as indicated in Annex 15-A, Section E
- d) **Canada - Chile Free Trade Agreement (CCFTA):**
V502 (Relocation services) and CPC Prov code 7490 (Other Services auxiliary to all modes of transport) excluded as per Section B, Part 1, Annex Kbis-01.1-1 and 01.1-2
- e) **Canada - Colombia Free Trade Agreement:**
V502 (Relocation services) and CPC Prov code 7490 (Other Services auxiliary to all modes of transport) excluded as per excluded as indicated in Annex 1401-4 Section B,
- f) **Canada - Honduras Free Trade Agreement:**
V502 (Relocation services) and CPC Prov code 7490 (Other Services auxiliary to all modes of transport) excluded excluded as indicated in Annex 17.4, Section B, Part 1
- g) **Canada - Korea Free Trade Agreement:**
V502 (Relocation services) and CPC Prov code 7490 (Other Services auxiliary to all modes of transport) excluded as indicated in Annex 14-C
- h) **Canada - Panama Free Trade Agreement:**
V502 (Relocation services) and CPC Prov code 7490 (Other Services auxiliary to all modes of transport) excluded as indicated in Annex 5, Section B, Part 1
- i) **Canada-Peru Free Trade Agreement (CPFTA):**
V502 (Relocation services) and CPC Prov code 7490 (Other Services auxiliary to all modes of transport) excluded as indicated per Annex 1401.1-4, Part 1
- j) **Canada - Ukraine Free Trade Agreement (CUFTA):**
V502 (Relocation services) and CPC Prov code 7490 (Other Services auxiliary to all modes of transport) excluded as indicated in Chapter 10 Annex 10-4

2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

(b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:

- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)

(c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

2.6 Former Public Servant

The Bidder must submit the information required in Sections 2.3.2 and 2.3.3 as part of their 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 timeframe will render the bid non-responsive.

2.6.1 Definitions

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

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

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

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

2.6.2 Former Public Servant in Receipt of a Pension – Information Required

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

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

- a. name of former public servant;

- b. date of termination of employment or retirement from the Public Service.

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

2.6.3 Work Force Adjustment Directive – Information Required

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.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I:	Technical Bid
Section II:	Financial Bid
Section III:	Certifications
Section IV:	Additional Information

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 explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

The technical bid shall address all mandatory technical criteria specified herein.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Annex B - Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

The financial bid shall be submitted in accordance with the basis of payment detailed herein. Costs must not appear in any other area of the proposal except in the financial bid.

3.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "E" Electronic Payment Instruments, to identify which ones are accepted. Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 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. If any mandatory criteria are not met, then the bid will be declared non-responsive.

Number	Mandatory Technical Criteria (In the technical bid)	Met / Not Met	Substantiation/ Cross Reference to Proposal
MT1	The proposed (resource #1) installer/mover must demonstrate that they have a minimum of 12 months within the last five years installing, assembling and disassembling office furniture		
MT2	The proposed (resource #2) driver/mover must demonstrate that they have a minimum of 12 months within the last five years installing, assembling and disassembling office furniture		
MT3	Experience in relocation of Office Equipment & Furniture The Supplier must provide a minimum of two (2) projects in the last five (5) years from bid closing date, to demonstrate its experience in sequential (i.e. succeeding or following in order) packing, moving and unpacking of records, and in relocation of storage shelving units. The experience must have been obtained by the supplier itself and does not		

	include experience from any proposed subcontractors, any affiliate (s) of the supplier or any corporate predecessor		
MT4	The bidder must certify that it has access to One (1) cube van and one (1) truck with GVWR of 6800 kg, with or without hydraulic tail gates and with sufficient clean furniture pads in each truck and a wallboard, as required.		
MT5	There is a mandatory site visit for this project. Bidders will be required to sign the site visit attendance sheet. Bids submitted that have signed the attendance sheet will be rejected.		

4.1.2 Financial Evaluation

The firm price must be presented in the format detailed in Annex "B" - Basis of Payment (to be determined by the Identified User) for the period, from _____ to be determined by the Identified User) to _____ (to be determined by the Identified User). All prices are firm and in Canadian dollars, GST or HST extra (if applicable).

4.2 Basis of Selection

4.2.1 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 firm price will be recommended for award of a contract.

4.3 Security Requirement

4.3.1 Before award of a contract, the following conditions must be met prior to Contract Award:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 6 - Resulting Contract Clauses;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

4.3.2 Canada will not delay the award of any contract to allow bidders to obtain the required clearance.

4.3.3 For additional information on security requirements, bidders should consult the "[Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html)" (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) document on the Departmental Standard Procurement Documents Website.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

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 award of a contract. 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 Precedent to Contract Award

The certifications listed in Annex "D", Certifications, should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

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.

PART 6 - RESULTING CONTRACT CLAUSES

6.1 Security Requirement

There is a Security requirement associated with this solicitation at the "reliability" level prior to Contract Award.

The secret level requirement will need to be obtained after Contract Award at an unspecified date. The Courts Administration Services will provide sponsorship for the secret level.

1. The contractor/offeror must, at all times during the performance of the contract/standing offer, hold a valid designated organization screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC)
2. The contractor/offeror personnel requiring access to sensitive work site(s) must **each** hold a valid reliability & secret, granted or approved by the CSP, PWGSC
3. Subcontracts which contain security requirements are **not** to be awarded without the prior written permission of the CSP, PWGSC
4. The contractor/offeror must comply with the provisions of the:
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex "C"
 - b. Contract Security Manual (latest edition)

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions](http://sacc.pwgsc.gc.ca/sacc/index-e.jsp) Manual (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2010C (2022-01-28) General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.3.2 SACC Manual Clauses

6.3.2.1 Replacement of Specific Individuals

- i) If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- ii) If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - (a) the name, qualifications and experience of the proposed replacement; and
 - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- iii) The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection ii). The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

6.3.2.2 Canadian Content Certification

- i) The Contractor warrants that the certification of Canadian Content submitted by the Contractor is accurate and complete, and that the goods, services or both to be provided under the Contract are in accordance with the definition contained in clause A3050T.
- ii) The Contractor must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Contractor must not, without obtaining before the written consent of the Contracting Authority, dispose of any such records or documentation until the expiration of six (6) years after final payment under the Contract, or until settlement of all outstanding claims and disputes under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts.

The Contractor must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.

- iii) Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from _____ to _____, 2023 inclusive. (to be added at Contract Award)

6.4.2 Option Year

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 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.

6.5 Authorities

6.5.1 Contracting Authority (To be completed at Contract Award)

The Contracting Authority for the Contract is:

Name:

Title:

Organization: Courts Administration Service

Address: 90 Sparks Street, Ottawa, ON,

E-mail address:

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

6.5.2 Project Authority (To be added at Contract Award)

The Project Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone : _____

Facsimile: _____

E-mail address: _____

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

scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative (To be completed at Contract Award)

Name: _____

Title: _____

Address: _____

Telephone : _____

Facsimile: _____

E-mail address: _____

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in Annex B of the Contract for a cost of \$ _____ (insert the amount at contract award). Custom duties are included and Applicable Taxes are extra

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

6.6.2 Limitation of Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in Annex B of the Contract for a cost of \$ _____ (insert the amount at contract award). Custom duties are included and Applicable Taxes are extra

6.6.3 Terms of Payment - Monthly

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 delivered has been accepted by Canada.

6.6.4 T1204 - Direct Request by Customer Department

SACC Manual clause A9117C (2007-11-30) T1204 - Direct Request by Customer Department

6.6.4.1 Pursuant to paragraph 221 (1)(d) of the Income Tax Act, R.S. 1985, c.1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.

6.6.4.2 To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

6.7 Invoicing Instructions

Invoicing requirements and breakdown are to be specified by each Identified User directly to the Contractor. There will be no cost to the Identified Users for this. Payment will only be made upon submission of an invoice to the satisfaction and acceptance of the respective Client Department Project Authority.

The original and two (2) copies of each invoice must be sent monthly, within five (5) working days from the end of each month to:

Department/Agency Name: (to be determined on award of contract)
Address: (to be determined on award of contract)
Telephone: (to be determined on award of contract)
Fax: (to be determined on award of contract)
E mail (to be determined on award of contract)
Attention: (to be determined on award of contract)

Invoices must be submitted on the Contractor's own invoice and must be prepared to show:

- a) Company name, address, etc.;
- b) Client address;
- c) The date;
- d) Contract Number;
- e) Period in which services were rendered;
- f) Total dollar amount;
- g) Description of work performed

6.8 Certifications

6.8.1 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.

6.8.2 SACC Manual Clauses

Canadian Content Certification, (SACC Manual clause A3060C).

6.9 Applicable Laws

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

6.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 2010C (2022-01-28)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;

- (e) Annex C, Security Requirements Check List;
- (f) Annex D, Certifications;
- (g) Annex E, Payment Instruments
- (h) Annex F, Integrity Verification
- (i) Annex G, Insurance Requirements;
- (j) the Contractor's bid dated _____ (*insert date of bid*)

6.11 Insurance Requirements

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

ANNEX "A"

STATEMENT OF WORK

General Requirement

To provide relocation services for the moving of offices, workplaces, and other various government facilities, including office equipment, supplies and furniture, on an "as and when requested" basis, within the National Capital Region (NCR).

National Capital Region (NCR) is an official federal designation for the Canadian capital of Ottawa, Ontario, the neighbouring city of Gatineau, Quebec, and surrounding urban and rural communities. The National Capital Region is defined by the National Capital Act, consists of an area of 4,715 square kilometers that straddles the Ottawa River, which serves as the boundary between the provinces of Ontario and Quebec. This area is smaller than that of the Ottawa-Gatineau Census Metropolitan Area (CMA), which is 5,716 square kilometers in size.

The scope of this requirement excludes the service of disconnecting and reconnecting computer workstation such as the following components:

- Monitor,
- Laptop, Computer Tower
- Keyboard,
- Mouse,
- Desktop Printer,
- Local Area Network (LAN) Cable,
- Phone,
- all wires & power cords, power bars.

Statement of Work

General Services

The Contractor agrees to provide relocation services including, but will not be limited to, the moving of full office suites, office furniture, computers, workstation systems, office equipment, filing cabinets, computer hardware, boardrooms, full kitchens, other workplace items such as fridges, microwaves, fax machines, files, records; as well as packing, crating, disassembling, loading, transporting, unloading, unpacking, uncrating, assembling and cleanup at the end of each move.

Disassembling or assembling computer workstation systems and other computer-related systems are excluded.

Some examples are:

components associated with the above systems: monitor, laptop, computer tower, keyboard, mouse, desktop printer, network cable, telephone, all wires and power cords, bars power supply.

All goods shall be sorted by type, with the same type of goods on a skid, shrink wrapped, on commercial racking, for easy access.

The Contractor must use all necessary blanket wrapping, padding, paper, wrapping, boxes, crates, or other appropriate packing materials to prevent breakage, damages of all office furniture and equipment.

To move laptops or tablets, The Contractor must use computer carts and provide self-seal anti-static bubble bags minimum size of 20" W x 20" L , 3/16" industrial bubble coated with a nylon barrier, 1" pressure-sensitive lip covered with release paper for closing.

For relocation of flat screens, laptops and tablets, the Contractor must use blanket wrapping and shrink wrapping, and additional protection as necessary.

Unless specified otherwise by the Contractor, all file cabinets must be emptied before being moved from one building to another building, or within a building.

During and after each move the Contractor must be responsible to account for all moving equipment and materials (i.e. plastic bins, moving blanket, dollies, computer cart, etc.). Canada will not compensate for any lost or misplaced moving equipment and materials.

The Contractor is responsible to assume any permits and/or parking related fees associated with loading / unloading, pickup and deliveries.

The Contractor must make pre-arrangements with the property manager / building team before each loading /unloading, pickup and delivery (i.e. confirm time and location of the delivers and with what kind / number /size of trucks) and where to park.

The Contractor shall be prepared to respond within 72 hours of notice being given.

At the time of a requested move, the project authority will submit an email request or a phone call director to the Contractor is to be familiar with all the locations in which the Work is likely to occur, and with various freight handling systems as well in order to assess the docking, loading and unloading facilities.

The Contractor must provide transportation to and from the work sites, for the Contractors' personnel, their tools, equipment; and also, for all related materials and supplies required for the performance of the Work, under any resulting contract at no additional cost for transportation to the Identified User(s) site.

The Contractor will be responsible for possible disposal of materials unforeseen that have been approved by the Project Authority and are no longer required by the Courts Administration Services.

Personnel

Personnel assigned to this work shall be movers, packers and installers. They shall possess the knowledge related to sequential packing, assembly and dismantling of storage and system units, and the installation of powered screens or integrated workstations.

Personnel shall be able to read screen and floor plans and also furniture layouts.

Each move, regardless of how big or small, requires a crew supervisor.

Personnel shall display the Contractor's name or logo on their outer garment(s) for identification purposes. The personnel shall also carry around a personal identity card of the Contractor with them and show it whenever they are asked to do so at any move location.

Personnel shall have client orientation and interpersonal skills; they shall be able to work well with others, to dress properly for work and possess good communication skills and be reliable. Since the work to be performed is considered a front line function, all persons performing the tasks shall wear clothes appropriate for the environment as well as have personal suitability.

- neat in appearance;

- dress code (casual clean, safety steel toe work boots having green tag label must be worn at all times during work hours); as required, and in accordance with the Canada Occupational Safety and Health Regulations.

Packing Materials and Suppliers

The Contractor will supply cardboard boxes (2.2 cubic feet capacity, including labels and tape) and plastic bins with lids, labels and security ties. The minimum dimensions of plastic bins are 25" x 16" x 12" / 2.7 cubic feet.

Equipment, Resources, Tool Kits

The Contractor is required to provide all the resources, tools, lifting equipment and supplies, necessary to perform all tasks properly, efficiently and safely, at no additional cost to the Identified User(s).

Example of what could be required

- facsimile machine(s) capable of sending and receiving facsimile messages;
- 4 wheel padded dollies;
- screen carts;
- electronic/computer carts;
- floor protection sheets (i.e. Aspenite or equivalent);
- corner protectors;
- shrink wrap;
- dollies;
- blankets / furniture pads.

The Contractor may be required to have a forklift roller jacks available for specific moves, when required by the Identified User.

Example of a suitable mover's tool kit

- 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 Ball Pein hammers;
- cordless drill (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.

Additional tools may be required, depending on the requirement. Canada will not be responsible for any loss or damage to the Contractor's equipment and/or tools left on site.

Vehicles

The Contractor is required to provide up to two (2) cube vans, two (2) trucks with a minimum Gross Vehicle Weight Registered (GVWR) 6,800 kg, closed-in box type; (at least one (1) of the trucks is required to have hydraulic tail gate) with sufficient clean furniture pads in each truck and a wallboard, as required.

The Contractor is required to have access to additional one (1) cube van and one (1) truck with the same GVWR of 6,800 kg, with or without hydraulic tailgates, and with sufficient clean furniture pads in each truck and a wallboard, as required.

The Contractor is required to be able to provide additional vehicles, upon request, including smaller delivery type vehicles or specific purpose vehicles to move heavy or awkward loads, with hydraulic tail gates, on an as-needed basis.

The Contractor is required to have readily available back-up vehicles in case of breakdown at no additional cost to the identified user(s).

The Contractor is required to ensure that all vehicles are clean and in good working order.

Hours of Work

All work shall be provided strictly in accordance with the hours of work condition specified herein, and the time frames specified on each individual request for services. The work schedule may be subject to change in the event of unforeseen circumstances and as authorized by the Identified User(s).

Regular working hours is defined from 08:00 to 17:00 (8 hours per day), Monday to Sunday. Please arrive 15 minutes prior to starting to ensure that we are able to start on time. Resources arriving late cause unnecessary delay to other participating parties and will not be tolerated and be subject to possible termination a penalty.

Over time: means working outside the regular hours of 08:00 to 17:00 Monday to Sunday.

Over time is calculated at time and a half of the quoted firm hourly rate.

The minimum request for these services will be three hours. All claims, above and beyond a three (3) hour minimum order time period, will be for on-site hours only and will be calculated to the next 15 minutes.

Overtime will be paid for Statutory Holidays which are regularly recognized by the Supply Arrangement Holder and for which the Supplier compensates employees 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 should be applicable for suppliers of Ontario Province.

Other than Statutory Holidays, there will be no premium paid for overtime unless the overtime is approved in advance and in writing by the Identified User's Project Authority. All approved overtime will be paid based on the hourly rates for employee wages and will be applied at 1.5 times of hourly rates.

Site Regulations

The Contractor undertakes and agrees to comply with all regulations in force on the sites where the work is to be performed.

During and on completion of each of moves, the Contractor must collect and remove all rubbish, crates, boxes, wrapping, plastics and all materials associated with the move away from the premises.

The Contractor is responsible to keep the area safe and clean at all times.

The Contractor must adhere to all emergency, fire safety, and security regulations in the buildings as well as wearing proper equipment for the work.

The Contractor must not block any fire exit corridor, exit door, elevator, lobby, or hallway with any materials.

While performing services, The Contractor employees must not engage in the following activities, including but not limited to:

- Smoke in the client's facilities;
- Damage Crown property of any type;
- Arrive at the work site under the influence of legal or illegal drugs or alcohol;
- Consume alcoholic beverage on the job;
- Use unprofessional manners and/or offensive languages of any type;
- Use unassigned washrooms without permission;
- Use government telephones without prior approval of client
- Engage in prolonged discussions or arguments regarding the job;
- Perform any work not specified in the Contract without approval of client;
- Request or accept any articles or currency as a gratuity for the work performed under the Contract.

Registration - Authorities - Licenses

The Contractor must ensure that all vehicles used to fulfill the terms of the contract will be properly registered and carry all authorities and licenses required by the appropriate Municipal, Provincial or Federal Regulatory Bodies. Proof of operating licenses must be provided upon request.

ANNEX "B" BASIS OF PAYMENT

Proposal firm price is to expressed in Canadian Dollars GST, HST extra if applicable. A breakdown of the firm price must be included in the following table. A minimum service request period will be three (3) hours. All claims above and beyond the three (3) hour minimum order time period will be on-site orders only and will be calculated to the next 15 minutes. The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work.

Contract Period – Initial Year – Contract Award to November 2023	
Description	Hourly Rate
A. Labour Category (7 days per week)	
1. Crew Supervisor	
2. General Movers	
3. Installers	
B. Vehicles, including driver (7 days per week)	
4. Cube Van including one driver (mover)	
5. Truck min Gross Vehicle Weight, Registered (GVWR) 6,800 kg, with or without Hydraulic lift, including one driver (mover)	
6. Tractor trailer, with one driver (mover)	
C. Packing Materials and Supplies	
7. Cardboard Boxes (2.2 cu ft capacity, including labels and tape)	BOX
8. Plastic Bins (minimum dimensions 25" x 16" x 12" / 2.7 cubic feet) with lids, labels and security ties. Price per week with one week minimum.	BIN/WEEK
	BIN

Option Year 1– December , 2023 to November 30, 2024	
Description	Hourly Rate
A. Labour Category (7 days per week)	
1. Crew Supervisor	

2. General Movers	
3. Installers	
B. Vehicles, including driver (7 days per week)	
4. Cube Van including one driver (mover)	
5. Truck min Gross Vehicle Weight, Registered (GVWR) 6,800 kg, with or without Hydraulic lift, including one driver (mover)	
6. Tractor trailer, with one driver (mover)	
C. Packing Materials and Supplies	
7. Cardboard Boxes (2.2 cu ft capacity, including labels and tape)	BOX
8. Plastic Bins (minimum dimensions 25" x 16" x 12" / 2.7 cubic feet) with lids, labels and security ties. Price per week with one week minimum.	BIN/WEEK
	BIN

Option Year 2– December 1, 2024 to November 30, 2025

Description	Hourly Rate
A. Labour Category (7 days per week)	
1. Crew Supervisor	
2. General Movers	
3. Installers	
B. Vehicles, including driver (7 days per week)	
4. Cube Van including one driver (mover)	
5. Truck min Gross Vehicle Weight, Registered (GVWR) 6,800 kg, with or without Hydraulic lift, including one driver (mover)	
6. Tractor trailer, with one driver (mover)	
C. Packing Materials and Supplies	

7. Cardboard Boxes (2.2 cu ft capacity, including labels and tape)	BOX
8. Plastic Bins (minimum dimensions 25" x 16" x 12" / 2.7 cubic feet) with lids, labels and security ties. Price per week with one week minimum.	BIN/WEEK
	BIN

Annex "C"- Security Requirement and Checklist



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat 5X001-22-0261
Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Courts Administration Services	2. Branch or Directorate / Direction générale ou Direction Facilities Management Services	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Office Relocation Services		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui		
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input checked="" type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input checked="" type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :
9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui
Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

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

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis
- | | | | |
|---|---|--|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input checked="" type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET-SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |
- Special comments:
Commentaires spéciaux : Aucuns
- NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.
10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

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

- INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**
11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui
- PRODUCTION**
11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui
- INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui

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Canada



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

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
 Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.
 Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉE			NATO				COMSEC						
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET / TRÈS SECRET	
							NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL			A	B	C				
Information / Assets / Renseignements / Biens / Production																	
IT Media / Support TI																	
IT Link / Lien électronique																	

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

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

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

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



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PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées)		Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel		Date

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées)		Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel		Date

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?

Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

No Yes
Non Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées)		Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel		Date

17. Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées)		Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel		Date

ANNEX "D"
CERTIFICATIONS

1. Experience

The Bidder certifies that all the information provided with its bid, particularly the information pertaining to 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.

Signature of authorized Representative

Date

2. 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, 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.

Signature of authorized Representative

Date

3 Canadian Content Certification

3.1 The Bidder warrants that the certification of Canadian Content submitted by the Bidder is accurate and complete, and that the goods, services or both to be provided under any contract are in accordance with the definition contained in clause A3050T.

3.2 The Bidder must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Bidder must not, without obtaining before the written consent of the Contracting Authority, dispose of any such records or documentation until the expiration of six (6) years after final payment under any contract resulting from the Supply Arrangement, or until settlement of all outstanding claims and disputes under the Supply Arrangement, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Bidder must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.

- 3.3** Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant any contract resulting from the Supply Arrangement.

Canadian Content Certification

- 3.4** This procurement is solely limited to Canadian services.

The Bidder certifies that:

- () the service offered is a Canadian service as defined in paragraph 2 of clause A3050T (2014-11-27) Canadian Content Definition

**ANNEX "E" to PART 3
ELECTRONIC PAYMENT INSTRUMENTS**

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

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);

ANNEX "F" INTEGRITY CHECK

Adresse de courriel /E-mail Address: Procurement.Approvisionnement@cas-satj.gc.ca	
Ministère/Department: Courts Administration Service	
Dénomination sociale complète du fournisseur / Complete Legal Name of Supplier	
Adresse du fournisseur / Supplier Address	
NEA du fournisseur / Supplier PBN	
Numéro de la demande de soumissions (ou numéro du contrat proposé) Solicitation Number (or proposed Contract Number) 5X001-22-0261	
Membres du conseil d'administration (Utilisez le format - Prénom Nom) Board of Directors (Use format - first name last name)	
1. Membre / Director	Cliquez ici pour entrer du texte. / Click here to enter text.
2. Membre / Director	Cliquez ici pour entrer du texte. / Click here to enter text.
3. Membre / Director	Cliquez ici pour entrer du texte. / Click here to enter text.
4. Membre / Director	Cliquez ici pour entrer du texte. / Click here to enter text.
5. Membre / Director	Cliquez ici pour entrer du texte. / Click here to enter text.
6. Membre / Director	Cliquez ici pour entrer du texte. / Click here to enter text.
7. Membre / Director	Cliquez ici pour entrer du texte. / Click here to enter text.
8. Membre / Director	Cliquez ici pour entrer du texte. / Click here to enter text.
9. Membre / Director	Cliquez ici pour entrer du texte. / Click here to enter text.
10. Membre / Director	Cliquez ici pour entrer du texte. / Click here to enter text.
Autres Membres/ Additional Directors: Cliquez ici pour entrer du texte. / Click here to enter text.	

ANNEX "G"**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 Insured: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - (j) Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - (l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

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

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

(p) 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 acknowledgment 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 Insurer will endeavor to provide the Contracting Authority at least thirty (30) days written notice of policy cancellation.

- (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 Federal Government Department who issued the call up document 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 *(insert approximate dollar value of goods per shipment)* \$_____ per shipment. Government Property must be insured on _____ basis. "Replacement Cost (new)"; "Actual Cost Value (depreciated cost) or "Agreed Value (appraisal".)
2. Administration of Claims: The Contractor must notify Canada promptly about any losses r 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 Insurer will endeavor to provide the Contracting Authority at least thirty (30) days written notice of any policy cancellation.
 - (b) Loss Payee: Canada as its interest appears or as it may direct.
 - (c) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by the Federal Government Department who issued the call up document 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 Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of cancellation.

Additional Insurance

Notwithstanding the Contractor's requirement to maintain insurance pursuant to Annex "G", the Identified User hereby reserves the right to make a special declaration for goods whose value

exceeds the Contractor's limit of insurance coverage. Upon such a declaration, the Contractor must provide a separate estimate and the Identified User must be responsible for the additional premium.