



REQUEST FOR PROPOSAL

Proposal to: **Statistics 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 or attached hereto, the supplies and services listed herein or on any attached sheets at the price(s) set out therefore.

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Date of Solicitation: November 8, 2022	
Address inquiries to: Attn: Shuo Chen (Contracting Authority) statcan.macs bids-smcsoumissions.statcan@statcan.gc.ca	
Area code and Telephone No. (343) 573-8056	Facsimile No. N/A
Bid Receiving Destination: MACS BID – RECEIVING (ATTN: Shuo Chen) statcan.macs bids-smcsoumissions.statcan@statcan.gc.ca	

Instructions:

Municipal taxes are not applicable.

Unless otherwise specified herein by the Crown, all prices quotes are to be net prices in Canadian funds including Canadian customs duties, excise taxes, and are to be F.O.B., including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax is to be shown as a separate item.

Solicitation No: J061042/A
Solicitation closes At: 14:00 EST On: December 29, 2022
Update: November 18, 2022

Name and title of person authorized to sign on behalf of vendor (type or print)
Name:
Title:

Delivery required	Delivery offered
Vendor Name and Address	
Facsimile No.: Telephone No.:	
Signature	Date



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PART 1 – GENERAL INFORMATION

1.1 INTRODUCTION

This bid solicitation is divided into seven (7) parts plus annexes and, attachments 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 and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of 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, if applicable, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The annexes include the Statement of Work, the Basis of Payment, the Security Requirements Check List, the Task Authorization Form and any other annexes.

1.2 SUMMARY

- 1) This bid solicitation is being issued to satisfy the requirement of Statistics Canada (the "Client") for locksmith services for special projects.
- 2) It is intended to result in the award of one (1) contract with an initial period which begins from the contract award date and ends one year later, plus two (2) one-year irrevocable options allowing Canada to extend the term of the contract.
- 3) There is a security requirement associated with this requirement. For additional information, see Part 6 – Security, Financial and Other Requirements, and Part 7 – Resulting Contract Clauses. Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.
- 4) The Federal Contractor's Program (FCP) for employment equity applies to this procurement; see Part 5 – Certifications, Part 7 – Resulting Contract Clauses and the attachment titled "Federal Contractor's Program for Employment Equity – Certification."
- 5) The requirement is subject to the provisions of the Canada-Chile Free Trade Agreement (CCFTA), the Canada Free Trade Agreement (CFTA), the Canada-Columbia Free Trade Agreement (CCoIFTA), the Canada-Panama Free Trade Agreement (CPanFTA), the Canada-Honduras Free Trade Agreement (CHFTA), and the Canada-Korea Free Trade Agreement (CKFTA).
- 6) All interested bidders can compete, without having to confirm with the Contracting Authority before the published bid closing date.



1.3 DEBRIEFINGS

After contract award, Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within ten (10) working days of receipt of the results of the bid solicitation process. The debriefing may be provided in writing, by telephone or in person.

The office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent venue for Canadian bidders to raise complaints regarding the award of federal contracts under \$30,300 for goods and under \$121,200 for services. Should you have any issues or concerns regarding the award of a federal contract below these dollar amounts, contact OPO by email at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web www.opo-boa.gc.ca. For more information about OPO, including the available services, please visit the OPO website.



PART 2 – BIDDER INSTRUCTIONS

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

- 1) 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](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada (PWGSC).
- 2) 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.
- 3) The [2003](#) (2022-03-29) Standard Instructions – Goods or Services – Competitive Requirements are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails.

Subsection 5.2 of 2003 Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:

Delete: (d) send its bid only to Public Works and Government services Canada (PWGSC) Bid Receiving Unit specified on page 1 of the bid solicitation;

Insert: (d) send its bid only to Statistics Canada Bid Receiving email specified on page 1 of the bid solicitation;

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

Delete: (d) in its entirety

Insert: (d) send its bid only to Statistics Canada Bid Receiving email specified on page 1 of the bid solicitation;

In the complete text content (except Subsection 1.0, Subsection 3.0, and Subsection 20): **Delete** “Public Works and Government Services Canada” and **Insert** “Statistics Canada”. **Delete** “PWGSC” and **Insert** “StatCan”.

Section 08 of the standard instructions [2003](#) is deleted in its entirety.

2.2 SUBMISSION OF BIDS

- 1) Unless specified otherwise in the RFP, bids must be received by the **Bid Receiving Destination** email address at the location identified by the date and time indicated on page 1 of the solicitation.
- 2) Bids must not be sent directly to the Contracting Authority. Canada will not be responsible for bids delivered to a different address. Bids sent directly to the Contracting Authority will not be considered.
- 3) Canada will not be responsible for late bids received at destination after the closing date and time, even if it was submitted before.
- 4) More than one email can be sent if necessary (if the same file is sent twice, the latest file received will be used for evaluation purposes and the previous one(s) will not be opened). Canada will take no responsibility if a bid is not received on time because the email was refused by a server for the following reasons:



- The size of attachments exceeds 10 MB;
 - The email was rejected or put in quarantine because it contains executable code (including macros);
 - The email was rejected or put in quarantine because it contains files that are not accepted by our server, such as, but not limited to, .rar, encrypted .zip, encrypted .pdf, .exe., etc.
- 5) Links to an online storage service (such as Google Drive™, Dropbox™, etc.) or to another website, a File Transfer Protocol (FTP) service access, or any other mean of transferring files, will not be accepted. All documents submitted must be attached to the email.
- 6) It is strongly recommended that Bidders confirm with the Contracting Authority that their complete bid is received. For this same reason, it is recommended that in cases where more than one (1) email containing documents comprising the quote is submitted, the emails be numbered and the total number of emails sent in response to the solicitation also be identified.
- 7) Due to the nature of the bid solicitation, bids transmitted by epost Connect service and by facsimile will not be accepted.

2.3 ENQUIRIES – BID SOLICITATION

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

1) Information Required

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

2) 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:

- (i) an individual;
- (ii) an individual who has incorporated;



- (iii) a partnership made of former public servants; or
- (iv) 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.

3) 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:

- (i) name of former public servant;
- (ii) 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 web sites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) (<http://www.tbs-sct.gc.ca/hgw-cgf/business-affaire/gcp-agc/notices-avis/2012/10-31-eng.asp>) and the [Guidelines on the Proactive Disclosure of Contracts](#) (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14676>).

4) 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:

- (i) name of former public servant;
- (ii) conditions of the lump sum payment incentive;
- (iii) date of termination of employment;
- (iv) amount of lump sum payment;
- (v) rate of pay on which lump sum payment is based;
- (vi) period of lump sum payment including start date, end date and number of weeks;
- (vii) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

2.5 APPLICABLE LAWS

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



A Bidder may, at its discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder. Bidders are requested to indicate the Canadian province or territory they wish to apply to any resulting contract in their bid submission.

2.6 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD

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 reasons 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 in accordance with the article entitled "Enquiries – Bid Solicitation". Canada will have the right to accept or reject any or all suggestions.

2.7 VOLUMETRIC DATA

The project budgets have been provided to Bidders to assist them in preparing their bids. The inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada's future usage of the service identified in this bid solicitation will be consistent with this data. It is provided purely for information purposes.



PART 3 – BID PREPARATION INSTRUCTIONS

3.1 BID PREPARATION INSTRUCTIONS

- 1) **Copies of Bid:** Canada requests that Bidders provide their bid in separately bound sections as follows:
 - (i) Section I: Technical Bid: one (1) soft copy by e-mail in a “pdf” format;
 - (ii) Section II: Financial Bid: one (1) soft copy by e-mail in a “pdf” format;
 - (iii) Section III: Certifications and additional information not included in the Technical Bid: one (1) soft copy by e-mail in a “pdf” format;

Prices must appear only in the Section II: Financial Bid. No prices must be indicated in any other section(s) of the bid.

- 2) **Format for Bid:** Canada requests that Bidders follow the format instructions described below in the preparation of their bid:
 - (i) use a numbering system that corresponds to the bid solicitation;
 - (ii) include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, Bidder’s name and address and contact information of its representative;
 - (iii) include a table of contents.
 - (iv) soft copies will be accepted in any of the following electronic formats:
 - Portable Document Format .pdf

3) **Submission of Only One Bid**

- (i) A Bidder, including related entities, will be permitted to submit only one bid in response to this bid solicitation. If a Bidder or any related entities participate in more than one bid (participating means being part of the Bidder, not being a subcontractor), Canada will provide those Bidders with two (2) working days to identify the single bid to be considered by Canada. Failure to meet this deadline will result in all the affected bids being disqualified.
- (ii) For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc.), an entity will be considered to be "related" to a Bidder if:
 - A. they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
 - B. they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;
 - C. the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
 - D. the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.
- (iii) Individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture.

4) **Joint Venture Experience**

- (i) Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.



Example: A Bidder is a joint venture consisting of members L and O. A bid solicitation requires that the Bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the Bidder has previously done the work. This Bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.

- (ii) A joint venture Bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.

Example: A Bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the Bidder have 3 years of experience providing maintenance service, and (b) that the Bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the Bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

- (iii) Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submit this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

Example: A Bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the Bidder demonstrate experience providing resources for a minimum number of 100 billable days, the Bidder may demonstrate that experience by submitting either:

- Contracts all signed by A;
- Contracts all signed by B; or
- Contracts all signed by A and B in joint venture, or
- Contracts signed by A and contracts signed by A and B in joint venture, or
- Contracts signed by B and contracts signed by A and B in joint venture.

That show in total 100 billable days.

- (iv) Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

3.2 SECTION I: TECHNICAL BID

The technical bid consists of the following:

- 1) **Bid Submission Form:** Bidders are requested to include the Bid Submission Form – Attachment 3.1 with their bids. It provides a common form in which Bidders can provide information required for evaluation and contract award, such as a contact name, the Bidder's Procurement Business Number, the Bidder's status under the Federal Contractors Program for Employment Equity, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.



2) **Substantiation of Technical Compliance**

The technical bid must substantiate the compliance of the Bidder and its products and services with the specific requirements described in Attachment 4.1 - Bid Evaluation Criteria, which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the Bidder's responses column(s) in Attachment 4.1 - Bid Evaluation Criteria, where Bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.

- 3) **Corporate Profile:** The Bidder is requested to provide a corporate profile, which should include an overview of the Bidder and any subcontractors, and/or authorized agents of the Bidder that would be involved in the performance of the Work on the Bidder's behalf. The Bidder is requested to provide a brief description of its size, corporate structure, years in business, business activities, major customers, number of employees and their geographic presence. This information is requested for information purposes only and will not be evaluated.

3.3 **SECTION II: FINANCIAL BID**

- 1) **Pricing:** Bidders must submit their financial bid in accordance the Financial Table provided in the Section 4.3 of this bid solicitation. The total amount of Applicable Taxes must be shown separately, if applicable. Unless otherwise indicated, Bidders must include a single, firm, all-inclusive price in Canadian dollars in each cell requiring an entry in the pricing tables.
- 2) **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 the tables. 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.

3) **Electronic Payment of Invoices – Offer**

Direct Deposit (Domestic and International) is encouraged to be accepted for payment of invoices, however, acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

4) **Exchange Rate Fluctuation**

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

3.4 **SECTION III: CERTIFICATIONS AND ADDITIONAL INFORMATION**

Bidders are to submit the certifications required under Part 5 and additional information that have not been included in the Technical Bid.



Attachment 3.1 – Bid Submission Form

BID SUBMISSION FORM	
Bidder's full legal name	
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name
	Title
	Address
	Telephone #
	Fax #
	Email
Bidder's Procurement Business Number (PBN) [see the Standard Instructions 2003] [Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]	
Jurisdiction of Contract: Province or territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
Former Public Servants See the Article in Part 2 of the bid solicitation entitled Former Public Servant for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"
	Is the Bidder a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive? Yes ____ No ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"
Security Clearance Level of Bidder [include both the level and the date it was granted] [Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the	



security clearance is not valid for the Bidder.]	
<p>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:</p> <ol style="list-style-type: none">1. The Bidder considers itself and its proposed resources 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; and4. 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.	
Signature of Authorized Representative of Bidder	



PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 EVALUATION PROCEDURES

- 1) Bids will be evaluated in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- 2) An evaluation team composed of representatives of StatCan will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- 3) In addition to any other time periods established in the bid solicitation:
 - i. **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have two (2) working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
 - ii. **Requests for Further Information:** If Canada requires additional information in order to do any of the following pursuant to the Section entitled “Conduct of Evaluation” in 2003, Standard Instructions - Goods or Services - Competitive Requirements:
 - A. verify any or all information provided by the Bidder in its bid; or
 - B. contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder,The Bidder must provide the information requested by Canada within two (2) working days of a request by the Contracting Authority.
 - iii. **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.
- 4) Evaluation is based on a “rules of evidence” approach, such that the bid is the sole demonstration of the Bidder’s capacity to fulfill the requirement, as described within this RFP. No prior knowledge of or experience with the Bidder on the part of the Statistics Canada evaluation team will be taken into consideration.
- 5) To meet the requirements described herein, the experience of the Bidder must be work for which the Bidder provided services to clients exterior to the Bidder's own organization. Internal business development projects will not be accepted.

4.2 TECHNICAL EVALUATION

1) Mandatory Technical Criteria

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words “must” or “mandatory” is a mandatory requirement. Bids that do not comply with either mandatory requirement will be considered non-responsive and be disqualified. The Mandatory evaluation criteria are described in Attachment 4.1- Bid Evaluation Criteria.



2) Point-Rated Technical Criteria

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in Attachment 4.1 - Bid Evaluation Criteria.

3) Reference Checks

- i. In conducting its evaluation of the bids, Canada may, but will have no obligation to request that a Bidder provide customer references. If Canada sends such a written request, the Bidder will have two (2) working days to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive. These customer references must each confirm if requested by Canada, the facts identified in the Bidder's bid, as required by Attachment 4.1 - Bid Evaluation Criteria.
- ii. For each customer reference, the Bidder must, at a minimum, provide the name, the telephone number and e-mail address for a contact person. Bidders are also requested to include the title of the contact person. If there is a conflict between the information provided by the customer reference and the bid, the information provided by the customer reference will be evaluated instead of the information in the bid. If the named individual is unavailable when required during the evaluation period, the Bidder may provide the name and contact information of an alternate contact from the same customer.
- iii. If Canada does not receive a response from the contact person within the five (5) working days, Canada will not contact the Bidder and will not permit the substitution of an alternate contact person.
- iv. Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.
- v. Points will not be allocated and/or a Bidder will not meet the mandatory experience requirement (as applicable) if (1) the reference customer states he or she is unable or unwilling to provide the information requested, or (2) the customer reference is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will points be allocated or a mandatory met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.
- vi. Whether or not to conduct reference checks is discretionary. However, if Canada chooses to conduct reference checks for any given rated or mandatory requirement, it will check the references for that requirement for all Bidders who have not, at that point, been found non-responsive.

4.3 FINANCIAL EVALUATION

The financial evaluation will be conducted using the all-inclusive hourly rates provided by the responsive bid(s). Only the bids that are determined technically responsive will be conducted in financial evaluation.

1) SACC Manual Clause

[M0220T](#) (2016-01-28) Evaluation of Price – Offer



2) Financial Table

Bidders submitting a financial bid must complete the below Tables. The financial bid must include all rates for the services described in this solicitation for the entire bid period, including any option periods.

Initial Contract Period

Description	All-Inclusive Hourly Price ^{[1] [2] [3]}
Hourly Rate for Services	(A)

Option Year 1

Description	All-Inclusive Hourly Price ^{[1] [2] [3]}
Hourly Rate for Services	(B)

Option Year 2

Description	All-Inclusive Hourly Price ^{[1] [2] [3]}
Hourly Rate for Services	(C)

^[1] Variation in Hourly Rates By Time Period: The financial table allows different firm rates (in Canadian dollars, taxes are extra) to be charged during different time periods:

- i. the rate bid must not increase by more than 5% from one time period to the next and
- ii. the rate bid during any subsequent time period must not be lower than the rate bid for the time period that includes the first month of the Initial Contract Period

^[2] The all-inclusive hourly rate must be inclusive of all payroll, overhead costs, administration disbursements (e.g. internal business services, invoicing, timesheets, travel coordination, reporting, and other ancillary services to administer the awarded contract and any TAs, etc.), profits, and any other costs required for the Bidder to complete the work under any resultant TA of the awarded contract. **Note: the all-inclusive rates are not to be quoted as a range.**

^[3] No separate rates for the emergencies/after-hour call(s). The all-inclusive hourly rates must be on a 24/7 basis.

The following formula will be used for financial evaluation purpose:

$$\text{Total Evaluated Price} = A + B + C$$

Applicable taxes will be included in the resulting contract but will not be used for the financial evaluation purpose.

4.4 BASIS OF SELECTION

M0031T (2010-08-16) Basis of Selection - 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 Total Evaluated Price** is recommended for award of contract.



Bidders should note that the contract award is subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.



Attachment 4.1 – Evaluation Criteria

Note to Bidders: Please indicate for each criterion the number of the page in your proposal that contains the requested information.

When completing the resource grids, the specific information which demonstrates the requested criteria and reference to the page number of the résumé should be incorporated so that the evaluator(s) can verify this information. Only the specific answer should be provided.

The definition of each assessed resource’s “years” of experiences:

- For the resources in the bid, it must have been gained by the closing date of this solicitation document;
- For new or replacement resources after contract award, it must have been gained by the submitting date of the new resource.

Mandatory Requirements (MR)

The Mandatory Requirements listed below will be evaluated on a simple pass/fail (i.e. compliant/non-compliant) basis. Proposals which fail to meet any one of the Mandatory Requirements will be deemed non-responsive and given no further consideration.

Proposals must demonstrate compliance with all of the following Mandatory Requirements and must provide the necessary documentation to support compliance.

M1	<p>Membership and Qualification</p> <p>The Bidder must provide proof of valid membership (or certification) with a Canadian locksmith association (as of the solicitation closing date).</p> <p>The acceptable proof includes membership (or certification) with all applicable provincial locksmith associations in Canada, for example: The Association of Ontario Locksmith (TAOL); or a certification card from the Government of Quebec which can be obtained by successfully completing a locksmith course that is recognized by the Ministère de l’éducation, du Loisir et du Sport.</p> <p>By submitting a bid, the Bidder must guarantee in written they can legally provide locksmith services in Ontario.</p> <p><i>The certification(s) provided by the Bidder are subject to verification by Statistics Canada at all times. Unless specified otherwise, Statistics Canada will declare a bid non-responsive, or will declare a Contractor in default, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.</i></p> <p><i>The Contracting Authority will have the right to ask for additional information to verify the Bidder’s certification(s). Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.</i></p>
M2	<p>Employees Name List</p> <p>The Bidder must provide a complete name list which includes all employees (at least two (2) resources) who will be assigned to work under the resulting contract of this solicitation.</p>



M3	Employee Experience Each of the proposed employees must have experience with locksmith services for all special projects as described in the SW 4 of the Annex A - Statement of Work. The experience of services must be delivered within the last three (3) years and supported by providing a résumé and two (2) client references which can attest to the said experience. The client references' contact information must include name, title, phone number and email address.
M4	Employee Certification Each of the proposed employees must have proof of successful completion of locksmith training and apprenticeship.

Note: After the contract award, each new or replacement resource **must** meet the above Mandatory Requirements: M3 and M4.



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 in accordance with the articles below.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a Contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify Bidders' certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority for additional information will also render the bid non-responsive or constitute a default under the contract.

5.1 CERTIFICATIONS REQUIRED WITH BID

Bidders must submit the following duly completed certification(s) as part of their bid.

1) Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed Declaration Form (<http://www.tpsgc-pwgsc.gc.ca/ci-if/documents/formulaire-form-eng.pdf>), to be given further consideration in the procurement process.

2) Security Requirements – Required Documentation

In accordance with the requirements of the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>), Canadian domestic bidders must provide a completed Contract Security Program Application for Registration (AFR) form (<http://publiservice-app.pwgsc.gc.ca/forms/pdf/471-E.pdf>) to be given further consideration in the procurement process.

Foreign bidders should complete the Initial International Security Screening (IISS) form (https://buyandsell.gc.ca/cds/public/2022/05/12/02b72c0789255fe1ef13b3e087d0df11/attachment_3_-_iiss_form_eng.pdf), instead of an AFR. Otherwise the process for foreign suppliers is the same as for domestic suppliers.

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 if Canada requires further information from the Bidder in connection with assessing the request for security clearance (i.e., information not required by the AFR), 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.

3) Resource Permissions

If the Bidder has proposed any individual who is not an employee of the Bidder, by submitting a bid, the Bidder certifies that it has the exclusive 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 provide a written confirmation, signed by the individual, of the exclusive permission given to the Bidder and of his/her availability.

By submitting a bid, the Bidder certifies that, if it is 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.

4) Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available from [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_Contractor_program.page) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_Contractor_program.page).

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 annex 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 annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.



ATTACHMENT 5.1 - FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

I, _____ (first and last name), as the representative of _____ (name of business) pursuant to the solicitation J061042/A, 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](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_Contractor_program.page?&_ga=1.173410787.154425323.1406223033) (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_Contractor_program.page?&_ga=1.173410787.154425323.1406223033).

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 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

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 [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- A5.2 The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (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, FINANCIAL AND OTHER REQUIREMENTS

6.1 SECURITY REQUIREMENT

- 1) Prior to the contract award, the following conditions must be met:
 - i. the Bidder must hold a valid organization security clearance as indicated in Part 7 – Resulting Contract Clauses;
 - ii. the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must each meet the security requirement as indicated in Part 7 – Resulting Contract Clauses; and
 - iii. the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- 2) For additional information on security requirements, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.
- 3) In the case of a joint venture Bidder, each member of the joint venture must meet the security requirements.



PART 7 – RESULTING CONTRACT CLAUSES

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

7.1 REQUIREMENT

- 1) TBD at Contract Award (the Contractor) agrees to supply to the Client the services described in the Contract, including the Statement of Work, in accordance with and at the prices set out in the Contract.
- 2) Client(s): Under the Contract, the "Client" is Statistics Canada.
- 3) Reorganization of Client: The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- 4) Defined Term: Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Also, the following words and expressions have the following meaning:
 - i. Any reference to an Identified User is a reference to the Client.
 - ii. "deliverable" or "deliverables" includes all documentation outlined in this Contract
 - iii. "local office" of the Contractor means an office having at least one full time employee that is not a shared resource working at that location.

7.2 TASK AUTHORIZATION (“TA”)

- 1) As and When Requested Task Authorizations: The Work or a portion of the Work to be performed under the Contract 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. The Contractor must not commence work until a validly issued TA has been issued by Canada and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor's own risk.
- 2) Form and Content of Task Authorization
 - i. The Project Authority will provide the Contractor with a description of the task in a draft Task Authorization using the form specified in Appendix A to Annex A.
 - ii. The draft Task Authorization will contain the details of the activities to be performed, and must contain the following information, if applicable:
 - A. a task number;
 - B. The date by which the Contractor's response must be received (which will appear in the draft Task Authorization, but not the issued Task Authorization);
 - C. the details of any financial coding to be used;
 - D. a description of the work for the task outlining the activities to be performed and identifying any deliverables (such as reports);
 - E. the start and completion dates;



- F. milestone dates for deliverables and payments (if applicable);
 - G. the number of person-days of effort required;
 - H. whether the work requires on-site activities and the location;
 - I. the language profile of the resources required;
 - J. the level of security clearance required of resources;
 - K. the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and
 - L. any other constraints that might affect the completion of the task.
- 3) Contractor's Response to Draft Task Authorization: The Contractor must provide the Technical Authority, within three (3) working days of receiving the draft Task Authorization: (or within any longer time period specified in the draft TA), the proposed total price for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the TA.

4) Task Authorization Limit and Authorities for Validly Issuing Task Authorizations

To be validly issued, a TA must include the Contracting Authority's signature.

Any TA that does not bear the appropriate signature(s) is not validly issued by Canada. Any work performed by the Contractor without receiving a validly issued TA is done at the Contractor's own risk. If the Contractor receives a TA that is not appropriately signed, the Contractor must notify the Contracting Authority. By providing written notice to the Contractor, the Contracting Authority may suspend the Technical Authority's ability to issue TAs at any time, or reduce the dollar value threshold described in sub-article (A) above; any suspension or reduction notice is effective upon receipt.

5) Periodic Usage Reports

- i. The Contractor must compile and maintain records on its provision of services to the federal government under validly issued TAs issued under the Contract. The Contractor must provide this data to Canada in accordance with the reporting requirements detailed below. If any required information is not available, the Contractor must indicate the reason. If services are not provided during a given period, the Contractor must still provide a "NIL" report. The Contractor must submit the periodic usage reports on a quarterly basis to the Contracting Authority. From time to time, the Contracting Authority may also require an interim report during a reporting period.
- ii. The quarterly periods are defined as follows:
 - A. April 1 to June 30;
 - B. July 1 to September 30;
 - C. October 1 to December 31; and
 - D. January 1 to March 31.

The data must be submitted to the Contracting Authority no later than ten (10) calendar days after the end of the reporting period.

- iii. Each report must contain the following information for each validly issued TA (as amended):



- A. the Task Authorization number and the Task Authorization Revision number(s), if applicable;
 - B. a title or a brief description of the task;
 - C. the name, Resource category and level of each resource involved in performing the TA, as applicable;
 - D. the total estimated cost specified in the TA (applicable taxes extra);
 - E. the total amount (applicable taxes extra) expended to date;
 - F. the start and completion date; and
 - G. the active status, as applicable (e.g., indicate whether work is in progress or if Canada has cancelled or suspended the TA, etc.).
- iv. Each report must also contain the following cumulative information for all the validly issued TAs (as amended):
- A. the amount (applicable taxes extra) specified in the contract (as last amended, if applicable) as Canada's total liability to the Contractor for all validly issued TAs; and
 - B. the total amount, applicable taxes extra, expended to date against all validly issued TA's.
- 6) Refusal of Task Authorizations or Submission of a Response which is not Valid: The Contractor is not required to submit a response to every draft TA sent to it by Canada. However, in addition to Canada's other rights to terminate the Contract, Canada may immediately, and without further notice, terminate the Contract for default in accordance with the General Conditions if the Contractor in at least three instances has either not responded or has not submitted a valid response when sent a draft TA. A valid response is one that is submitted within the required time period and meets all requirements of the TA issued, including proposing the required number of resources who each meet the minimum experience and other requirements of the categories identified in the TA at pricing not exceeding the rates set out in Annex B. Each time the Contractor does not submit a valid response, the Contractor agrees Canada may at its option decrease the Minimum Contract Value in the clause titled "Minimum Work Guarantee" by 2%. This decrease will be evidenced for administrative purposes only through a contract amendment issued by the Contracting Authority (which does not require the agreement of the Contractor).

Consolidation of TAs for Administrative Purposes: The Contract may be amended from time to time to reflect all validly issued Task Authorizations to date, to document the Work performed under those TAs for administrative purposes.

7.3 MINIMUM WORK GUARANTEE

- 1) In this clause,
 - i. "Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract (excluding Applicable Taxes); and
 - ii. "Minimum Contract Value" means 5% of the Maximum Contract Value on the date the contract is first issued.
- 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 sub-article (c), subject to sub-article (d). 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.
- 3) In the event that Canada does not request work in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work performed.



- 4) Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract:
 - i. for default.
 - ii. for convenience as a result of any decision or recommendation of a tribunal or court that the contract be cancelled, re-tendered or awarded to another supplier; or
 - iii. for convenience within ten (10) working days of Contract award.

7.4 STANDARD CLAUSES AND CONDITIONS

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

1) General Conditions

[2010C](#) (2022-01-28) General conditions: Services (medium complexity), apply to and form part of the Contract.

With respect to Section 22 - Termination for Convenience, of General Conditions 2010C, unless already present, Subsection 04 is deleted and replaced with the following Subsections 04, 05 and 06:

4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.
5. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of:
 - a. the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination, or
 - b. the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.
6. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

7.5 SECURITY REQUIREMENT

Security requirement for Canadian supplier: Public Works and Government Services Canada (PWGSC) file # J061042

- 1) The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of SECRET, issued by the Contract Security Program (CSP), Public Works and Government Services (PWGSC).
- 2) The Contractor/Offeror personnel requiring access to sensitive site(s) must EACH hold a valid personnel security screening at the level of 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).

7.6 CONTRACT PERIOD

- 1) Contract Period: The "Contract Period" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:
 - i. The "Initial Contract Period", which begins on the date the Contract is awarded and ends one year later; and
 - ii. the period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.
- 2) Option to Extend the Contract
 - i. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one-year periods under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
 - ii. Canada may exercise this option at any time by sending a written notice to the Contractor 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 formal contract amendment.

7.7 AUTHORITIES

- 1) Contracting Authority

The Contracting Authority for the Contract is:

Name: Shuo Chen

Title: Coordinator, Acquisitions and Contracts

Organization: Statistics Canada

Address: 150 Tunney's Pasture Driveway, Ottawa ON K1A 0T6

Telephone: 343-573-8056

E-mail address: shuo.chen@statcan.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.

- 2) Project Authority (*To be inserted at Contract Award*)

The Project Authority for the Contract is:

Name:

Title:

Organization:

Address:

Telephone:

E-mail address:



The 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 Technical Authority; however, the 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.

- 3) Contractor's Representative (*To be inserted at Contract Award*)

7.8 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental web sites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7.9 PAYMENT

- 1) Basis of Payment

- i. For the work provided under a Task Authorization with a Maximum Price: For the work requested by Canada in accordance with a validly issued Task Authorization, Canada will pay the Contractor, in arrears, up to the Maximum Price, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive hourly rates set out in Annex B, Basis of Payment, Applicable Taxes extra.

Estimated Cost: \$ _____

- ii. Pre-Authorized Travel and Living Expenses
Canada will not pay any travel or living expenses associated with performing the Work.
- iii. Competitive Award: The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
- iv. Service Rates: In Canada's experience, Bidders from time to time propose rates at the time of bidding that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Policy (or equivalent) then in effect, which may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.
- v. Purpose of Estimates: All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase services in these amounts. Any commitment to purchase specific amounts or values of services are described elsewhere in the Contract.



2) Limitation of Expenditure – Cumulative Total of all Task Authorizations

- i. 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 set out on page one of the Contract. Customs duties and applicable taxes are included.
- ii. 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.
- iii. 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.
- iv. 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.

3) Method of Payment for Task Authorizations with a Maximum Price: For each Task Authorization validly issued under the Contract that contains a maximum price:

- i. Canada will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment. The Contractor must submit time sheets for each resource showing the days and hours worked to support the charges claimed in the invoice.
- ii. Once Canada has paid the maximum TA price, Canada will not be required to make any further payment, but the Contractor must complete all the work described in the TA, all of which is required to be performed for the maximum TA price. If the work described in the TA is completed in less time than anticipated, and the actual time worked (as supported by the time sheets) at the rates set out in the Contract is less than the maximum TA price, Canada is only required to pay for the time spent performing the work related to that TA.

4) Time Verification

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 Contract must repay any overpayment, at Canada's request.

5) No Responsibility to Pay for Work not performed due to Closure of Government Offices

- i. Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- ii. If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.



7.10 INVOICING INSTRUCTIONS

- 1) The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- (i) the Task Authorization (TA) number, the cost per participant and associated fixed rates;
 - (ii) any other documents or information as requested by the Project Authority or as specified in the Contract.
- 2) Invoices must be distributed as follows:
 - (i) One (1) electronic copy must be forwarded to the following address for certification and payment.
Email: financecounter@statcan.gc.ca
 - (ii) One (1) electronic must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract.
- 3) By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.

7.11 CERTIFICATIONS

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

7.12 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - DEFAULT BY CONTRACTOR

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor 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 (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_Contractor_program.page?&_ga=1.202131537.154425323.1406223033). The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.13 APPLICABLE LAWS

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



7.14 PRIORITY OF DOCUMENTS

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

- 1) these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- 2) General Conditions [2010C](#) (2022-01-28);
- 3) Annex A, Statement of Work, including its annexes, as follows:
 - i. Appendix A to Annex A – Task Authorizations Form; and
- 4) Annex B, Basis of Payment;
- 5) Annex C, Security Requirements Check List (SRCL);
- 6) the Contractor's bid dated [_____] [*insert date of bid*], as amended [_____] [*insert date(s) of amendment(s) if applicable*].

7.15 FOREIGN NATIONALS

SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)

OR

SACC Manual clause [A2001C](#) (2006-06-16) Foreign Nationals (Foreign Contractor)

7.16 INSURANCE REQUIREMENTS

SACC Manual clause [G1005C](#) (2016-01-28) Insurance - No Specific Requirement

7.17 LIMITATION OF LIABILITY – INFORMATION MANAGEMENT/INFORMATION TECHNOLOGY

- 1) This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.
- 2) First Party Liability
 - i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - A. any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
 - B. physical injury, including death.
 - ii. The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
 - iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade



secrets of a third party provided by one Party to another under the Contract) relating to information technology.

- iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i)(A) above.
- v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:
 - A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.

In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00, whichever is more.

- vi. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.

3) Third Party Claims

- i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.



7.18 JOINT VENTURE

- 1) The Contractor confirms that the name of the joint venture is and that it is TBD at Contract Award if Applicable comprised of the following members:
- 2) With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
 - i. TBD at Contract Award if Applicable has been appointed as the "representative member" of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
 - ii. by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
 - iii. all payments made by Canada to the representative member will act as a release by all the members.
- 3) All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.
- 4) All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- 5) The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- 6) The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

Note to Bidders: *This Article will be deleted if the Bidder awarded the contract is not a joint venture. If the Contractor is a joint venture, this clause will be completed with information provided in its bid.*

7.19 REPRESENTATIONS AND WARRANTIES

The Contractor made statements regarding its own and its proposed resources experience and expertise in its bid that resulted in the award of the Contract and issuance of TA's. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract and adding work to it through TA's. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

7.20 ACCESS TO CANADA'S PROPERTY AND FACILITIES

Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the Technical Authority. Unless expressly stated in the Contract, Canada has no obligation to provide any of these to the Contractor. If Canada chooses, in its discretion, to make its property, facilities, equipment, documentation or personnel available to the Contractor to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply.



7.21 DISPUTE RESOLUTION

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 boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services, please see the Procurement Ombudsman Regulations or visit the OPO website.

7.22 CONTRACT ADMINISTRATION

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 boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services, please see the Procurement Ombudsman Regulations or visit the OPO website.



ANNEX A - STATEMENT OF WORK

SW 1 TITLE

Statistics Canada Security Supply & Service Contract – Locksmith Services for special projects

SW 2 BACKGROUND

Statistics Canada (StatCan) occupies 3 buildings in Tunney's Pasture, Ottawa, Ontario (Jean Talon, Main and R.H. Coats), where locking devices such as: cipher locks, door locks (passage, mortise, deadbolt), door hardware, cell phone and laptop locker, are required to be properly functional on a 24/7 basis.

SW 3 OBJECTIVES

StatCan Security requires the services of installing various types of locks and associated hardware for special projects including the maintenance and repair of various types of locksmith services for these special projects. StatCan Security needs to ensure that all locking mechanisms are properly functional on a 24/7 basis.

SW 4 SCOPE OF WORK

StatCan Security has *special projects* that will require locksmith services, recommend approved hardware and products for the installation of RCMP approved locksets for a secure room, recommend and install a cell phone and laptop locker, rekey from **Mul-T-Lock** to **Abloy**, and change hardware (door handles, locksets) when required to adhere to Federally regulated policies.

1) Mul-T-Lock and Abloy Key Systems

StatCan uses a *Mul-T-Lock* keyway system within the 3 buildings in Tunney's Pasture, and an *Abloy* keyway system at the Gatineau location. StatCan occasionally requires these locks to be rekeyed, and keyed to the building master. For all rekey service requests, the Contractor is to provide 2 keys for the specific lock to StatCan Security. Keying by the Contractor is to be conducted on site, using StatCan *Mul-T-Lock* or *Abloy* cutting equipment, and codes. The Contractor is to supply the key blanks appropriate to the StatCan keyway system.

Abloy and *Mul-T-Lock* key issuance is recorded in a database. For hardware identification purposes, a sticker/serial# is to be placed on the locking device. The security sticker and serial number is provided by StatCan Security and is to be affixed by the Contractor.

2) Legacy Key Systems

Legacy *Corbin* and *Ruswin* type locks remain in certain StatCan Tunney's Pasture areas. As required, their keyway system/cylinder/core is to be changed to *Mul-T-Lock* or *Abloy* and keyed to the building master as per requirement from StatCan. For all rekey service requests, 2 keys for the specific lock are to be provided to StatCan Security. Keying is to be conducted on site, using StatCan *Mul-T-Lock* codes. The Contractor is to supply the key blanks as required and appropriate to the StatCan keyway system. Procedures for issue, marking, database management, etc., as described above are to be followed.



SW 5 TASKS AND DELIVERABLES

Tasks

The Contractor is required to:

- supply, replace, install, maintain, repair, decommission, and remove various lock equipment for these special projects
- cut, copy, re-key, and duplicate a variety of key types, re-pin cylinders as needed, and master select keys to the StatCan Security key systems
- remove, and re-install locking devices, including key extraction for broken keys or defective locks

Reporting requirements

The Project Authority is the person responsible for all matters concerning the technical content of the work required under the contract. Project Authority will ensure that the contract is completed on time and on budget and that the end result is of an acceptable quality (for example: through progress meetings, demonstrations or prototypes). All tasks will be assigned a Task Authorization number, this TA number is to be quoted on all documentation, invoices, quotations, and estimates for that task. Progress status meeting will be held at StatCan premises on an “as required” basis and the Contractor shall make every effort possible to attend.

Method and source of acceptance

All deliverables and services rendered under any contract are subject to inspection by the Project Authority. The Project Authority shall have the right to reject any deliverables that are not considered satisfactory or to require their correction before payment will be authorized.

Training /Certification

The Contractor’s technicians must be certified locksmiths. Continuous certification and training of these resources, as well as the validity of the security clearance is to be maintained throughout the duration of the contract.

SW 6 TECHNICAL AND OPERATIONAL ENVIRONMENT

The Contractor may use StatCan Security’s key cutters, metal die stamps, and other tools upon request.

StatCan Security’s tools damaged by the Contractor will be replaced by equivalent or better. Lock parts and related equipment removed or replaced will be returned to StatCan Security.

SW 7 BUILDING ACCESS

All requests for access are to be processed by StatCan Security Office. Upon entering the building, the Contractor shall report to the Security office in the Tunney’s Pasture complex, and to the guard desk at the Gatineau location.

Daytime access (Monday to Friday 06:00 to 18:00 - normal work days) may be granted without escort once the Contractor’s SECRET security clearance has been confirmed. Building access outside the hours indicated above may be provided under escort conditions. This is to be arranged with StatCan Security at least 48 hours in advance.



Work that is deemed to significantly affect operations and/or health/safety/security of StatCan staff and premises will be conducted after normal working hours. Determination will be made by StatCan Security.

The Contractor will abide and respect building operator conditions regarding health and safety and building condition/operational requirements. Also, in the absence of StatCan Security management, the Contractor will abide by security guard personnel for instructions related to security/safety matters.

SW 8 OTHER TERMS AND CONDITIONS

8.1 Contractor's obligations

In addition to the obligations outlined in Section 4 and 5 of this SOW, the Contractor must:

- keep all documents and proprietary information confidential;
- return all materials belonging to Statistics Canada upon completion of the contract;
- submit all written reports in hard copy and electronic Microsoft Office Word;
- attend meetings with stakeholders if necessary;
- participate in teleconferences as needed;
- attend meetings at Statistics Canada if required;
- maintain all documentation in a secure area.

Title to the equipment or furnishings charged against this contract shall vest in Canada upon payment of invoiced amounts and shall remain so vested at all times.

For each item of equipment or furnishings that is purchased, the Contractor is to record the name, manufacturer, model number, serial number, optional equipment, supplier and price and forward this information to the Project Authority.

The Contractor shall label all equipment or furnishings as being the property of Canada.

Notwithstanding the fact that the equipment or furnishings under this contract become vested in Canada, the equipment or furnishings shall remain within the custody and control of the Contractor until such time as the Project Authority provides instructions for its delivery. During this period of time, the Contractor shall take reasonable and proper care of the equipment or furnishings.

8.2 Departmental Supports

StatCan will ensure the following:

- Access to facilities and equipment (e.g., a workstation with a computer, key cutting machines and associated equipment or telephone);
- Access to a staff member who will be available to coordinate activities; Comments on draft reports to be provided within five working days;
- Details regarding other assistance or support.

SW 9 LOCATION OF WORK

The work is expected to be completed at the following locations:

Statistics Canada
100, 150, 170 Tunney's Pasture Driveway, Ottawa, Ontario K1A 0T6



SW10 LANGUAGE OF WORK

The work must be conducted in both official languages (English & French). Deliverables are to be English. StatCan reserves the right to request some document in both official languages (English & French) when required.



Appendix A to Annex A - Task Authorization (TA) Form

TASK AUTHORIZATION (TA) FORM			
Contractor:		Contract Number:	
Commitment #:		Financial Coding:	
Task Number:		Issue Date:	
(Amendment):		Response Required By:	
Statement of Work (Work Activities, Tasks and Deliverables)			
Description of services required:			
Period of Services:	From (Date):	To (Date):	
Work Location:			
Level of Security Clearance Required for the Contractor Personnel:			
Basis of Payment	Maximum:	Firm:	
Contractor's Response for Services :			
Service to be provided	All-Inclusive hourly rate	Level of Effort	Total Cost
Services Cost			
Applicable Taxes			
Contractor's Response for Parts :			
Material and Replacement Parts	Laid Down Price	Mark-Up %	
Parts Cost			
Applicable Taxes			
TA Total Cost			
Contractor's Signature			
Name, Title and Signature of Individual Authorized to Sign on behalf of Contractor (type or print)		_____	
Name:		Signature	
Title:		_____	
		Date	
Approval – Contracting Authority			
Name, Title and Signature of Individual Authorized to Sign on behalf of Statistics Canada (type or print)		_____	
Name:		Signature	
Title:		_____	
		Date	
You are requested 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 services listed herein and in any attached sheets at the price set out thereof.			



ANNEX B - BASIS OF PAYMENT

Initial Contract Period

Description	All-Inclusive Hourly Price
Hourly Rate for Services	
Total Contract Cost (taxes are extra)	

* No separate price for the emergencies/after-hour call(s). The all-inclusive hourly price must be on a 24/7 basis.

** Material and Replacement Parts (except free issue) must be charged at the Contractors laid down cost, plus a markup of 20% not to exceed the Manufacturer's suggested retail price. Cost must be supported by the Contractor's paid invoices submitted with invoices.

Option Year 1

Description	All-Inclusive Hourly Price
Hourly Rate for Services	(B)

* No separate price for the emergencies/after-hour call(s). The all-inclusive hourly price must be on a 24/7 basis.

** Material and Replacement Parts (except free issue) must be charged at the Contractors laid down cost, plus a markup of 20% not to exceed the Manufacturer's suggested retail price. Cost must be supported by the Contractor's paid invoices submitted with invoices.

Option Year 2

Description	All-Inclusive Hourly Price
Hourly Rate for Services	(C)

* No separate price for the emergencies/after-hour call(s). The all-inclusive hourly price must be on a 24/7 basis.

** Material and Replacement Parts (except free issue) must be charged at the Contractors laid down cost, plus a markup of 20% not to exceed the Manufacturer's suggested retail price. Cost must be supported by the Contractor's paid invoices submitted with invoices.



ANNEX C - SECURITY REQUIREMENTS CHECK LIST



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité
unclassified

SECURITY REQUIREMENTS CHECK LIST (SRCL)

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	Statistic Canada	2. Branch or Directorate / Direction générale ou Direction CSSd
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 Locksmith Services Special Projects The Contractor is to install various types of locks and associated hardware for special projects including the maintenance of various types of locksmith services for these special projects. StatCan needs to ensure that all locking mechanisms are properly functional on a 24/7 basis		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input type="checkbox"/> No / Non	<input checked="" type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input 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 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 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 type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
unclassified





Contract Number / Numéro du contrat
Security Classification / Classification de sécurité unclassified

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 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 : _____

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 A 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



Contract Number / Numéro du contrat
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

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTRICTIONNÉE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COMSEC TOP SECRET / COMSEC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
											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 indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



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