# RETURN BIDS TO: RETOURNER LES SOUMISSIONS A :

Bid Receiving/Réception des soumissions

E-mail bids to:

Adam.Harrington@rcmp-grc.gc.ca

# REQUEST FOR PROPOSAL

# DEMANDE DE PROPOSITION

Proposal to: Royal Canadian Mounted Police

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

Proposition aux : Gendarmerie royale du Canada

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

Comments: - Commentaires:

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

<b>Title – Sujet</b> Onsite Mobile Shredding Services				Date February 10, 2023	
Solicitation No. – N° de l'invitation 202300803/C					
Client Refe 202300803	erence No No	. De Référe	nce d	du Clien	t
Solicitatio	n Closes – L'inv	vitation pre	nd fi	n	
At /à :	2:00 PM / 14 h	•		EST (Eastern Standard Time) HNE (heure normale de l'Est)	
On / le :	February 24th, 2023				
<b>Delivery -</b> See herein présentes	Taxes - Taxes See herein — Voir aux présentes		/oir	Duty – Droits See herein — Voir aux présentes	
Destination of Goods and Services – Destinations des biens et services See herein — Voir aux présentes					
Instructions See herein — Voir aux présentes					
Address Inquiries to – Adresser toute demande de renseignements à Adam.Harrington@rcmp-grc.gc.ca					
Telephone No. – No. de téléphone 343-574-7221 Facsimile No. – No. de télécopieur					

Delivery Required – Livraison exigée See herein — Voir aux présentes	Delivery Offered – Livraison proposée		
Vendor/Firm Name Address and Representative – Raison sociale			

Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur:

Telephone No. – No. de téléphone	Facsimile No. – No. de télécopieur				
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)					
Signature	Date				





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#### **PART 1 - GENERAL INFORMATION**

#### 1.1 Security Requirements

- 1. Before award of a contract, the following conditions must be met:
  - (a) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 6 Resulting Contract Clauses;
  - (b) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- 2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- 3. For additional information on security requirements, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website. Please note, the above website is specific to PWGSC requirements and processes may differ from RCMP requirements.

#### 1.2 Statement of Work

The Work to be performed is detailed under Article 2 of the resulting contract clauses.

#### 1.3 Debriefings

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

#### 1.4. Recourse Mechanisms

If you have any concerns relating to the procurement process, please refer to the <u>Recourse Mechanisms</u> page on the Buyandsell.gc.ca website. Please note that there are strict deadlines for filing complaints with the Canadian International Trade Tribunal (CITT) or the <u>Office of the Procurement Ombudsman (OPO)</u>.

 $\frac{https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bid-challenge-and-recourse-mechanisms}{}$ 

http://opo-boa.gc.ca/plaintesurvol-complaintoverview-eng.html

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

#### 2.1 Standard Instructions, Clauses and Conditions

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

Revision to Departmental Name: As this solicitation is issued by Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

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

The <u>2003</u> (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days Insert: 180 days

#### 2.2 Submission of Bids

Bids must be submitted only to RCMP Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

NOTE: The RCMP has not been approved for bid submission by epost Connect service.

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

# 2.3 Enquiries - Bid Solicitation

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

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



#### 2.4 Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

# 2.5 Promotion of Direct Deposit Initiative

The following information is not related to the solicitation process:

An initiative within the Government of Canada called the Cheque Standardization Project has been established whereby eventually for all payments, cheque stubs will no longer be printed and, with few exceptions, will be processed via direct deposit. This option is only available when payment is made in Canadian dollars for deposit into a Canadian bank account. In an attempt to be proactive, RCMP Corporate Accounting is promoting the registration of RCMP suppliers for the upcoming change in the payment process.

If you are the successful bidder on this or any other RCMP requirement, you are encouraged to register with the RCMP for direct deposit. Please contact RCMP Corporate Accounting by email to receive a form entitled *Recipient Electronic Payment Registration Request* along with instructions for completion of the form.

Should you have any questions regarding the Cheque Standardization Project or if you want to register, please contact the following email: <a href="mailto:corporate">corporate</a> accounting@rcmp-grc.gc.ca

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

#### 3.1 Bid Preparation Instructions

Canada requests that Bidders submit their bids in separately bound sections as follows:

**Section I:** Technical Bid (one soft copy in PDF format)

**Section II:** Financial Bid (one soft copy in PDF format)

**Section III:** Certifications (one soft copy in PDF format)

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

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work

Section II: Financial Bid

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

# Section III: Certifications

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

# PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

#### 4.1 Evaluation Procedures

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

#### 4.1.1 Technical Evaluation

#### 4.1.1.1 Mandatory Technical Criteria

Bids must meet all the mandatory technical criteria listed at Annex "B" Mandatory Technical Criteria. Failure to meet the Criteria will render the bid non-responsive and the bid will be given no further consideration.

#### 4.1.2 Financial Evaluation

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

# 4.2 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 evaluated price will be recommended for award of a contract.

#### Attachment 1 to Part 4

#### MANDATORY TECHNICAL CRITERIA

Bidders must address each Mandatory Criteria listed below (M1. To M4.) by indicating with a check mark, "Meets" or "Does not Meet".

Documentation must be provided to clearly demonstrate how each criteria is met. Failure to meet will render the bid non-responsive and it will be given no further consideration.

Reference No.	Requirement	Meets	Does not meet	Bidder Substantiation, Explanation or Page/section Reference
M1	The Bidder must provide the make and model of the proposed Paper Shredding Equipment for the Work, and demonstrate how it meets the requirements described at Annex A, Statement of Work including the disintegrator screen size of 13mm or less.  The Bidder must provide technical specifications or documentation for			
	substantiation such as brochures, catalogs, or product specification sheets.  Note: All information must be contained within the technical proposal – hyperlinks will not be considered.			
M2	The Bidder must demonstrate how its proposed Secure Containers meet the requirements described at Annex A, Statement of Work.  The Bidder must provide technical specifications or documentation for substantiation such as brochures, catalogs, or product specification sheets.			
	Note: All information must be contained within the technical proposal – hyperlinks will not be considered.			



М3	The Bidder must provide a sample of a Certificate of Destruction that includes the following data:  1. Date of destruction;	
	Number of containers that     were emptied and destroyed.	
	Note: All information must be contained within the technical proposal – hyperlinks will not be considered.	
M4	The Bidder must provide description of how destroyed documents are recycled.	
	Note: All information must be contained within the technical proposal – hyperlinks will not be considered.	



#### PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

#### 5.1 Certifications Precedent to Contract Award and Additional Information

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

#### 5.1.1 Integrity Provisions

In accordance with the section titled Information to be provided when bidding, contracting, or entering into a real property agreement subject to the <a href="Ineligibility and Suspension Policy">Ineligibility and Suspension Policy</a> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process:

- Declaration of Convicted Offences Integrity Declaration Form (as applicable)
- Required Documentation (List of names for integrity verification form)

Please see the <u>Forms for the Integrity Regime</u> website for further details (http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaires-forms-eng.html).

#### 5.1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the <a href="Employment and Social Development Canada (ESDC)">Employment and Social Development Canada (ESDC)</a> — <a href="Labour's">Labour's</a> website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).

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



#### 5.1.3 Additional Certifications Precedent to Contract Award

#### 5.1.3.1 Independent Bid Determination

The attached Certificate of Independent Bid Determination (Attachment 1 to Part 5) has been developed by the federal Competition Bureau for use by the Contacting Authority when calling for bids, tenders or quotations. The intention of this documentation is to deter bid-rigging by requiring bidders to disclose, to the Contracting Authority, all material facts about any communications and arrangements which the bidder has entered into with competitors regarding the call for tenders.

#### 5.1.3.2 Former Public Servant

#### FORMER PUBLIC SERVANT CERTIFICATION

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

#### **Definitions**

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

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

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

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



Former Public Servant in Receipt of a Pension

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

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

a. name of former public servant;

b. date of termination of employment or retirement from the Public Service. By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

## **Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force

Adjustment Directive? Yes () No ()

If so, the Bidder must provide the following information:

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

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

#### 5.1.3.3 Insurance – Proof of Availability Prior to Contract Award

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex "E".

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.



arrangements;

# Attachment 1 to PART 5

# CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the und	dersigned, in submitting the accompanying bid or tender (hereinafter "bid") to:
(Corpora	te Name of Recipient of this Submission)
for:	Name and Number of Bid and Project)
(	Name and Number of Bid and Project)
in respon	nse to the call or request (hereinafter "call") for bids made by:
(Name of	f Tendering Authority)
do hereb	y make the following statements that I certify to be true and complete in every respect:
I certify, o	on behalf of: that: (Corporate Name of Bidder or Tenderer [hereinafter "Bidder"])
1. I	have read and I understand the contents of this Certificate;
	understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
	am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
	each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
1	or the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
	<ul> <li>a. has been requested to submit a bid in response to this call for bids;</li> <li>b. could potentially submit a bid in response to this call for bids, based on their qualifications, abilities or experience;</li> </ul>
6. t	he Bidder discloses that (check one of the following, as applicable):
·	a. the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
	b. the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or



- 7. in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a. prices;
  - b. methods, factors or formulas used to calculate prices;
  - c. the intention or decision to submit, or not to submit, a bid; or
  - d. the submission of a bid which does not meet the specifications of the call for bids;

except as specifically disclosed pursuant to paragraph (6)(b) above;

- 8. in addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;
- 9. the terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (6)(b) above.

(Printed Name and Signature of Authorized Agent of Bidder)	
(Position Title)	(Date)



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

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

#### 6.1 Security Requirements

6.1.1 The following security requirements (SRCL at Annex "C" and related clauses) apply and form part of the Contract.

#### 6.2 Statement of Work

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

#### 6.3 Standard Clauses and Conditions

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

Revision to Departmental Name: As this contract is issued by Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

#### 6.3.1 General Conditions

<u>2010C</u> (2022-12-01), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

#### 6.3.2 Supplemental General Conditions

The following supplemental general conditions apply to and form part of the contract:

4013 (2022-06-20) Compliance with on-site measures, standing orders, policies, and rules 4014 (2022-06-20) Suspension of the work

#### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The period of the Contract is from date of Contract to \_\_\_\_\_\_ inclusive. (36-month period, date to be inserted at contract award)

#### 6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional 12-month period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.



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

#### 6.5 Authorities

# 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Adam Harrington Title: Procurement Specialist Royal Canadian Mounted Police

Address: 73 Leikin Drive, Ottawa, ON, K1A 0R2

Telephone: 343-574-7221

E-mail address: <a href="mailto:Adam.Harrington@rcmp-grc.gc.ca">Adam.Harrington@rcmp-grc.gc.ca</a>

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

# **6.5.2 Project Authority** (The Project Authority will be identified at Contract Award)

	The Project Authority for the Contract is:
	Name: Title: Organization: Address:
	Telephone: Facsimile:
	The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.
6.5.3	Contractor's Representative (The Contractor's Representative will be identified at Contract Award)
	Name: Title: Organization: Address:



Telephone: Facsimile: E-mail address:	

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

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2019-01 of the Treasury Board Secretariat of Canada. 6.7 Payment

# 6.7 Payment

#### 6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in Annex "C" for a cost of \$ \_\_\_\_\_\_(Amount to be inserted at contract award). Customs duties are included and Applicable Taxes are extra.

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

# 6.7.2 Monthly Payment

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

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

# 6.8 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.
- 2. Invoices must be distributed as follows:
  - a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

#### 6.9 Certifications and Additional Information

#### 6.9.1 Compliance

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

#### 6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (*Bidder to insert the name of the province or territory*).

# 6.11 Priority of Documents

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

- a. the Articles of Agreement;
- b. the supplemental general conditions <u>4013</u> (2022-06-20) Compliance with on-site measures, standing orders, policies, and rules, and <u>4014</u> (2022-06-20) Suspension of the work;
- c. the general conditions <u>2010C</u> (2022-12-01) General Conditions Services (Medium Complexity);
- d. Annex A, Statement of Work;
- e. Annex B, Basis of Payment;
- f. Annex C, Security Requirements Check List;
- g. Annex D, Insurance Requirement;
- h. the Contractor's bid dated \_\_\_\_\_\_ (insert date of bid) (If the bid was clarified or amended, insert at the time of contract award: ", as clarified on \_\_\_\_\_" or ", as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s)).

#### 6.12. Procurement Ombudsman

# 6.12.1 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 <a href="mailto:boa.opo@boa-opo.gc.ca">boa.opo@boa-opo.gc.ca</a>, by telephone at 1-866-734-5169, or by web at <a href="mailto:www.opo-boa.gc.ca">www.opo-boa.gc.ca</a>. For more information on OPO's services, please see the <a href="mailto:Procurement Ombudsman Regulations">Procurement Ombudsman Regulations</a> or visit the <a href="mailto:OPO website">OPO website</a>.

#### **6.12.2 Contract Administration**

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the complainant respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at <a href="https://www.opo-boa.gc.ca">www.opo-boa.gc.ca</a>.

# 6.13 Insurance - Specific Requirements

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

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

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

#### **ANNEX A**

#### STATEMENT OF WORK

#### **Onsite Mobile Shredding Services**

# 1. Objective

The Contractor must provide secure on-site mobile paper and paper document shredding services in accordance with RCMP Paper Destruction Standards. Paper documents include, but are not limited to, correspondence, memoranda, books, plans, maps, drawings, diagrams, photographs, and any other paper documents classified at the RCMP Protected B level of information.

# 1.1 RCMP Paper Destruction Standards

# High Volume / Commercial Destruction: Confidential (HVCD-C)

The RCMP Standard for *High Volume* destruction of Confidential documents on paper is **300mm**<sup>2</sup> or less. At this size, dimensions do not govern and the standard is set by area. The corresponding disintegrator screen size is 13mm.

**High Volume** in this context means at least 2500 lbs. or more of total volume destroyed and intermingled in a single session or successive and cumulative sessions.

#### 2. Requirements

# 2.1 Paper Shredding Equipment

The Contractor must use shredding equipment that meets or exceeds the RCMP Paper Destruction Standards.

The RCMP in conjunction with Public Works and Government Services Canada (PWGSC) / Canadian Industrial Security Directorate (CISD) will inspect the Contractor's shredding equipment on an as required basis to ensure compatibility with the RCMP Paper Destruction Standards.

#### 2.2 Secure Containers

The Contractor must provide containers for the collection and secure storage of documents, which the RCMP will return to the Contractor at the conclusion of the Contract.

Each container must be top or front load, must have a keyed lock and must have a minimum capacity of 65 gallons and 250 pounds. The Contractor must provide three keys for each container to the Project Authority or delegate at time of drop-off of the containers.

The estimated number of containers required is 35 based on a measurement of 40" x 24" x 30". The containers may vary in dimensions. The Contractor must supply additional containers within two weeks of RCMP's request. The containers will remain at the Locations of Work until the end of Contract.



#### 3. Tasks and Deliverables

- 3.1 The Contractor must provide the paper shredding and pick-up services on a schedule to be mutually agreed upon by the Contractor and the Project Authority after Contract award. It is expected that destruction services will be required on a bi-weekly basis (every two weeks).
- 3.2 The Contractor must collect the containers at the receiving or loading dock area of each Location of Work. The Contractor must be fully equipped to conduct the Work. The RCMP will not provide personnel assistance or equipment to the Contractor to perform the Work. Once all containers are collected, the Contractor must complete the paper shredding services on site on the same day, unless otherwise authorized by the Project Authority or delegate. An RCMP delegate will escort the Contractor at all times at the Locations of Work.
- 3.3 The Contractor must supply a Certificate of Destruction after every batch destroyed. The certificate must contain the following minimum information:
  - a) Type of destruction;
  - b) Date of destruction;
  - c) Number of containers that were emptied and destroyed; and
- 3.4 The Contractor must dispose the shredded paper waste off site to a recycling plant. The Contractor must ensure that shredded waste is properly recycled.

#### 4. Locations of Work

The Work must be performed at:

Site 1 - 73 Leikin Drive, Ottawa, Ontario

Site 2 - 1200 Vanier Parkway, Ottawa, Ontario

Site 3 – 1426 St. Joseph Blvd, Orleans, Ontario

#### 5. Quarterly Reviews

The Contractor must conduct quarterly reviews (once every three months) to assess service levels and to ensure that Contract requirements are being met. The Contractor must make necessary adjustments to its service delivery process when required in order to meet Contract requirements, in consultation and with approval from the Project Authority.

#### 6. Special Considerations

#### **6.1 Contractor Representatives**

The Contractor must ensure that Contractor representatives coming onto RCMP property to perform the Work has a valid photo ID.

#### **ANNEX B**

#### **BASIS OF PAYMENT**

Unit prices are firm. Prices are in Canadian Dollars.

DDP Destination

Prices are an all-inclusive cost (including fuel and fuel surcharge)

GST is extra and must be shown as a separate line on the invoice

#### Instructions to Bidders:

Estimated usages are for bid evaluation purposes only. Actual usage may vary from the amounts shown.

Should there be an error in calculations of the extended pricing of the bid, the unit pricing will prevail and the extended pricing shall be corrected for evaluation purposes.

Table 1 – First 36-month period (dates inserted at Contract Award)

Item	Description	(A)	(B)	Extended Price
		Estimated Monthly Usage	Firm Unit Price per	(A x B)
		(Select Unit of Measurement)	gallon or container (Identify Tote Size)	
1.1	Onsite Mobile Shredding Services as described at Annex A, Statement of Work - Site 1 – 73 Leikin Drive, Ottawa	7,800 gallons OR	\$	\$
		122 containers (64 Gallon Size)		
		OR		
		81 containers (96 Gallon Size)		
1.2	Onsite Mobile Shredding Services as described at Annex A, Statement of Work - Site 2- 1200 Vanier Parkway,	4,000 gallons	\$	\$
	Ottawa	OR		
		62 containers (64 Gallon Size)		
		OR		
		42 containers (96 Gallon Size)		
1.3	Onsite Mobile Shredding Services as described at Annex A, Statement of Work - Site 3 – 1426 St. Joseph Blvd,	4,000 gallons	\$	\$
	Orleans	OR		
		62 containers (64 Gallon Size)		
		OR		
		42 containers (96 Gallon Size)		
	\$			



	\$			
Table 2 – First 12 month option period, if exercised (dates inserted at Contract Award)				
Item	Description	(A)	(B)	Extended Price

ltem	Description	(A)	(B)	Extended Price		
		Estimated Monthly Usage	Firm Unit Price per gallon or	(A x B)		
		(Select Unit of Measurement)	Container (Identify Tote Size)			
2.1	Onsite Mobile Shredding Services as described at Annex A, Statement of	7,800 gallons	\$	\$		
	Work - Site 1 – 73 Leikin Drive, Ottawa	OR				
		122 containers (64 Gallon Size)				
		OR				
		81 containers (96 Gallon Size)				
2.2	Onsite Mobile Shredding Services as described at Annex A, Statement of	4,000 gallons	\$	\$		
	Work - Site 2- 1200 Vanier Parkway, Ottawa	OR				
		62 containers (64 Gallon Size)				
		OR				
		42 containers (96 Gallon Size)				
2.3	Onsite Mobile Shredding Services as described at Annex A, Statement of Work - Site 3 – 1426 St. Joseph Blvd,	4,000 gallons	\$	\$		
	Orleans	OR				
		62 containers (64 Gallon Size)				
		OR				
		42 containers (96 Gallon Size)				
	Exter	nded price multiply	by 12 Months	\$		



Table 2 Subtotal	
	\$

# Table 3 – Second 12 month option period, if exercised (dates inserted at Contract Award)

ltem	Description	(A)	(B)	Extended Price	
		Estimated Monthly Usage	Firm Unit Price per gallon or	(A x B)	
		(Select Unit of Measurement)	Containers (Identify Tote Size)		
3.1	Onsite Mobile Shredding Services as described at Annex A, Statement of	7,800 gallons	\$	\$	
	Work - Site 1 – 73 Leikin Drive, Ottawa	OR			
		122 containers (64 Gallon Size)			
		OR			
		81 containers (96 Gallon Size)			
3.2	Onsite Mobile Shredding Services as described at Annex A, Statement of	4,000 gallons	\$	\$	
	Work - Site 2- 1200 Vanier Parkway, Ottawa	OR			
		62 containers (64 Gallon Size)			
		OR			
		42 containers (96 Gallon Size)			
3.3	Onsite Mobile Shredding Services as described at Annex A, Statement of	4,000 gallons	\$	\$	
	Work - Site 3 – 1426 St. Joseph Blvd, Orleans	OR			
		62 containers (64 Gallon Size)			
		OR			
		42 containers (96 Gallon Size)			
	Exter	nded price multiply	by 12 Months		



Table 3 Subtotal	I
	1
	<u>i</u>

# **Calculation of Total Assessed Bid Price**

Instructions to Bidders:

The following table is for bid evaluation purposes only. Calculation errors in the bid will be corrected at bid evaluation.

Table 1 Subtotal	\$
Table 2 Subtotal	\$
Table 3 Subtotal	\$
Total Assessed Bid	\$



# **ANNEX C**

# SECURITY REQUIREMENTS CHECK LIST (SRCL) & SECURITY GUIDE

			SRCL101713									
Government Gouvernement of Canada du Canada			Contract Number / Numéro du contrat									
			202300803 Security Classification / Classification de sécurité									
			Unclassified / non-classifiée									
	ECURITY REQU	IREMENTS	CHECK L	IST (SRCL)								
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS) PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE												
<ol> <li>Originating Government Department or Organiz</li> </ol>	zation	CONTRACTO	/ELLE	2. Branch or Directo	rate / Direction g	énérale ou Direction						
Ministère ou organisme gouvernemental d <sup>5</sup> origi RCMP	ne			DGNHQ/ NHQ-IS								
3. a) Subcontract Number / Numéro du contrat de	sous-traitance	3. b) Name a	nd Address	of Subcontractor / N	om et adresse du	sous-traitant						
4. Brief Description of Work - Brève description du	travail											
On site shredding services up to Prot B via r	nobile shredding	vehicle										
5. a) Will the supplier require access to Controlle	d Goods?					☑ No ☐ Yes						
Le fournisseur aura-t-il accès à des marchai 5. b) Will the supplier require access to unclassifi	ndises contrôlées?	data aubic at t	a the provide	sions of the Technics	Data Centre	✓ Non  Oui						
5. b) Will the supplier require access to unclassifi Regulations? Le fournisseur aura-t-il accès à des donnée	,	,				No Yes						
Réglement sur le contrôle des données tech		oo non daasiii	203 qui 301	n assujetijes aux tilsj.	oseOH5 du							
6. Indicate the type of access required - Indiquer												
<ol> <li>a) Will the supplier and its employees require a Le fournisseur ainsi que les employés auror (Specify the level of access using the chart (Préciser le niveau d'accès en utilisant le tal</li> </ol>	in Question 7. c)			information or assets iens PROTÉGES et/o	? u CLASSIFIÉS?	No Yes						
b) Will the supplier and its employees (e.g. cle. No access to PROTECTED and/or CLASSI Le fournisseur et ses employés (p.ex. netto) L'accès à des renseignements ou à des biet.	aners, maintenance	personnel) red	uire acces	is to restricted access à des zones d'accès autorisé	areas? restreintes?	No √ Yes Non ✓ Oui						
Sagit-il d'un contrat de messagerie ou de liv						No Yes						
7. a) Indicate the type of information that the supp	plier will be required	to access / Inc	diquer le ty	pe d'information auqu	el le fournisseur							
Canada	NATO	O/OTAN		For	eign / Étranger							
7. b) Release restrictions / Restrictions relatives a				1								
No release restrictions Aucune restriction relative à la diffusion	All NATO countri Tous les pays de	POTAN			restrictions striction relative on							
Not releasable À ne pas diffuser			_			_						
Restricted to: / Limité à :	Restricted to: / Li	L			to: / Limité à :							
Specify country(ies): / Préciser le(s) pays :	Specify country(i	es): / Préciser	le(s) pays	Specify co	untry(ies): / Préci	ser le(s) pays :						
7. c) Level of information / Niveau d'information												
PROTECTED A PROTEGÉ A	NATO UNCLASS NATO NON CLA	SIFIED		PROTECT PROTEGÉ	ED A							
PROTECTED B PROTEGEB	NATO RESTRIC	TED	Ħ,	PROTECT PROTEGE		一						
PROTECTED C	NATO DIFFUSIO NATO CONFIDE	NTIAL	Ή	PROTECT	EDC	퓜						
PROTÉGÉ C LI	NATO CONFIDE NATO SECRET	∦	CONFIDE		ዘ							
CONFIDENTIEL	NATO SECRET	CODET	ᆜ	CONFIDE		믬						
SECRET	COSMIC TOP SI	SECRET		SECRET SECRET		Ш						
TOP SECRET TRÈS SECRET				TOP SECR TRÈS SEC								
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)				TOP SECR TRÈS SEC	RET (SIGINT) CRET (SIGINT)							
					. ,							
	Security (	Classification /	Classificat	ion de sécurité		C 114						
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PART A (continued) / PARTIE A (suite)											
Le fournisseur aura-t-il accès à des rens If Yes, indicate the level of sensitivity:	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? Oui Pres, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sens bilité :										
<ol> <li>Will the supplier require access to extrem Le fournisseur aura-t-il accès à des rens</li> </ol>	nely sensitive INFOSEC information or assets: eignements ou à des biens INFOSEC de nature extrêmement délicate?	No Yes									
Short Title(s) of material / Titre(s) abrégé	Short Title(s) of material / Titre(s) abrégé(s) du matériel :										
Document Number / Numéro du docume	ent :										
PART B - PERSONNEL (SUPPLIER) / PAR											
10. a) Personnel security screening level rec	quired / Niveau de contrôle de la sécurité du personnel requis	TOP SECRET									
COTE DE FIABILITÉ	CONFIDENTIEL SECRET	TRÉS SECRET									
TOP SECRET - SIGINT TRÈS SECRET - SIGINT	NATO CONFIDENTIAL NATO SECRET NATO CONFIDENTIAL NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET									
SITE ACCESS ACCÈS AUX EMPLACEMENTS											
Special comments: Facility Commentaires spéciaux :	Access II with escort - Accès aux installations II avec escorte										
NOTE: If multiple levels of screeni REMARQUE : Si plusieurs niveaux	ng are identified, a Security Classification Guide must be provided. de contrôle de sécurité sont requis, un guide de classification de la sécurité doit êtr	re fourni.									
<ol> <li>b) May unscreened personnel be used for Du personnel sans autorisation sécur</li> </ol>	or portions of the work? Itaire peut-il se voir confier des parties du travail?	No Yes									
If Yes, will unscreened personnel be on Dans l'affirmative, le personnel en qui	escorled: estion sera-t-il escorlé?	No Yes									
INFORMATION / ASSETS / RENSEIGNE	ARTIE C - MESURES DE PROTECTION (FOURNISSEUR)										
		□ No. □ Yes									
premises? Le fournisseur sera-t-il tenu de recevo	Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTEGES et/ou										
CLASSIFIÉS?  11. b) Will the supplier be required to safegu	eart COMSEC information or acceto?	— N- — V									
Le fournisseur sera-t-il tenu de protég	er des renseignements ou des biens COMSEC?	No Yes									
PRODUCTION											
	/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or	No Yes									
	or premises? ont-elles à la production (fabrication et/ou réparation et/ou modification) de matéria										
PROTÉGÉ et/ou CLASSIFIÉ?											
INFORMATION TECHNOLOGY (IT) MEDI	A / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)										
11. d) Will the supplier be required to use its	IT systems to electronically process, produce or store PROTECTED and/or	No Yes									
CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser :	ses propres systèmes informatiques pour traiter, produire ou stocker électroniquem										
des renseignements ou des données											
11. e) Will there be an electronic link between	on the supplier's IT systems and the government department or agency?	□ No □ Yes									
	entre le système informatique du fournisseur et celui du ministère ou de l'agence	Non L Oui									
goardinament :											
	Security Classification / Classification de sécurité	C 19									
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PARTIC (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 seuvegarde requis aux installations du fournisseur.													
For users completing the form online (via the Intenet), 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 récapitulair.													
SUMMARY CHART / TABLEAU RÉCAPITULATIF													
Category PROTECTED CLASSIFIED NATO COMSEC Categorie PROTEGÉ CLASSIFIÉ													
A B C Confidential Secret Top Secret Très Secret Très Secret Très Secret Restricted NATO Diffusion Restricted Restricted Secret							Top Secret Très Secret						
Information / Assets Renseignements / Biens													
Production													
IT Media Support TI													
IT Link Lien électronique													
2. 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 PROTÉGÉ et/ou CLASSIFIÉE?  If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée.													
12. b) Will the document attached to this SRCL be PROTECTED and/or CLASSIFIED?  La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No Visit													
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, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).													

Security Classification / Classification de sécurité Unclassified / non-classifiée

Canadä

TBS/SCT 350-103 (2004/12)

# **General Security Requirements**

All contractors employed on this contract must support the RCMP's security environment by complying with the directives described in this document.

- 1. All Protected information (hard copy documentation) or other sensitive assets for which the RCMP is responsible will be shared with the contractor through pre-approved processes.
- 2. The information disclosed by the RCMP will be administered, maintained, and disposed of in accordance with the Contract. At minimum the contractor must follow the Policy on Government Security.
- 3. The contractor will promptly notify the RCMP of any unauthorized use or disclosure of the information exchanged under this contract and will furnish the RCMP with details of the unauthorized use or disclosure. (i.e. loss of sensitive information, accidental or deliberate.)
- 4. Photography is not permitted. If photos are required, please contact the Organization Project Authority and Departmental Security Section.
- 5. The use of personal property, e.g. desktop peripherals, communication devices, portable storage media such as USB sticks, in conjunction with RCMP technology is prohibited.
- 6. The contractor is not permitted to disclose sensitive information provided by the RCMP, to any subcontractors, without those individuals having the proper RCMP security level required to access the protected information.
- 7. The RCMP's Departmental Security Section (DSS) reserves the right to:
  - conduct inspections of the contractor's site/premises. Inspections may be performed prior
    to sensitive information being shared and/or as required (i.e. if the contractor's work
    location relocates). The intent of the inspection is to ensure the quality of security
    safeguards.
  - request photographic verification of the security safeguards. Photographs may be requested
    prior to sensitive information being shared and/or as required (i.e. if the contractor's work
    location relocates). The intent of the photographs is to ensure the quality of security
    safeguards.
  - provide guidance on mandatory safeguards (safeguards as specified in this document and possibly additional site specific safeguards).
- 8. To ensure Canada's sovereign control over its data, all sensitive or protected data under

government control will be stored on servers that reside in Canada. Data in transit will be appropriately encrypted.

# **Physical Security**

- 1. Physical access to RCMP facilities/sites is restricted to those specific areas required to meet the contract's objectives.
- 2. Before entering an operational area of an RCMP building/facility, contractors and Sub-contractors not cleared to ERS, must turn in all electronic devices, e.g. cell phones, cameras, smartphones to the reception/security desk until the person leaves.
- 3. Contractors must be escorted at all times when within RCMP space.
- 4. The contractor may not use un-screened personnel for portions of the work.
- 5. The contractor may not remove any Classified information or assets from RCMP properties and/or facilities.
- 6. The contractor may not produce, store, manufacture, repair and/or modify any Protected/Classified material or equipment on its site or premises.
- 7. A building access card is required for admittance to or movement within an RCMP building/facility, which must be worn and visible at all times.

# **IT Security**

- 1. No sensitive information, Protected A or higher, shall be <u>electronically</u> transmitted outside of RCMP networks or processed at the contractor's site.
- 2. No sensitive electronic information or assets, Protected A or higher, shall be removed from RCMP networks or property.
- 3. The use of personal property, e.g. desktop peripherals, communication devices, portable storage media such as USB sticks, in conjunction with RCMP technology is prohibited.
- 4. Individuals must not use privately-owned technology to join, bridge, or participate with RCMP networks in any way on RCMP premises including creating a network or access point.
- 5. All contract work is to be done on RCMP premises with escorted continuous monitoring.



- 6. Only contractors who have a <u>RCMP ERS security clearance</u> are permitted to use a personal cell phone (with prior permission) on RCMP premises, however communication;
  - a. must be restricted to non-sensitive information;
  - b. must not be used to conduct RCMP business and;
  - c. must not be connected to RCMP communications technology at any time.
- 7. Any conference/video calls involving the discussion of RCMP information must be conducted using an RCMP authorized video conferencing medium approved for the level of information being transmitted.

# **Personnel Security**

- All contractor and sub-contractor personnel will be required to obtain and maintain a RCMP personnel security clearance/status commensurate with the sensitivity of the work being performed throughout the life cycle of the contract (in accordance with the provisions of the SRCL).
- The contractor will be responsible for advising the RCMP of any changes in personnel security
  requirements. For example: Cleared personnel leaving the company or no longer supporting the
  RCMP contract, new personnel requiring security screening and personnel requiring renewal of
  their personnel security screening.

When the RCMP requires **Facility Access Level II**; the Contractor will submit the following to the RCMP through the RCMP online security portal:

- 1. TBS Security Screening Application and Consent Form
- 2. Copy of Government Issued Photo Identification (Driver's License Front and Back)

#### The RCMP:

- 1. Will conduct personnel security screening checks above the Policy on Government Security requirements.
- 2. Is responsible for escort requirements on it facilities or sites.

# ANNEX D INSURANCE REQUIREMENT COMMERCIAL GENERAL LIABILITY INSURANCE REQUIREMENTS

- 1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 2. The Commercial General Liability policy must include the following:
- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
- b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)



- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- I. Owner's or Contractor's Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- n.Litigation Rights:Pursuant to subsection 5(d) of the <u>Department of Justice Act,S.C. 1993, c. J-2</u>, s.1, ifa suitis instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue ordefend on behalf of Canada as an Additional Named Insured underthe insurance policy,the Insurer must promptlycontact the Attorney General of Canada to agree on the legal strategies bysending a letter,by registered mail or by courier,with an acknowledgement of receipt.

#### For the province of Quebec, send to:

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

# For other provinces and territories, send to:

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

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