

**RETURN BIDS TO:**

**Employment and Social Development  
Canada (ESDC)**

[nc-solicitations-gd@hrsdc-rhdcc.gc.ca](mailto:nc-solicitations-gd@hrsdc-rhdcc.gc.ca)

**REQUEST FOR STANDING OFFER**

**Proposal To: Employment and Social  
Development Canada**

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

**Instructions : See Herein**

**Vendor/Firm Name and address**

<b>Title:</b> Scheduled and ad hoc on-site mobile shredding services of up to Protected B documents at various ESDC locations throughout Canada	
<b>Solicitation No.</b> 100019676-PB	06 September 2023
<b>File No. – N° de dossier</b>	
<b>Solicitation Closes</b> 04 October 2023 at 02:00 PM / 14 h	<b>Time Zone</b> Eastern Daylight SavingTime (EDT)
<b>Address Inquiries to :</b> <a href="mailto:nc-solicitations-gd@hrsdc-rhdcc.gc.ca">nc-solicitations-gd@hrsdc-rhdcc.gc.ca</a> <b>Size limit – 13MB</b>	
<b>Destination</b> See Herein	

<b>Vendor/firm Name and address :</b>
<b>Facsimile No.</b>
<b>Telephone No.</b>
<b>Name and title of person authorized to sign on behalf of Vendor/firm (type or print)</b>
<b>Signature</b>
<b>Date</b>

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1            General Information: provides a general description of the requirement;
- Part 2            Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3            Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4            Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5            Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6            Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7            7A, Standing Offer, and 7B, Resulting Contract Clauses:
  - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, and any other annexes.

### **1.2 Summary**

**1.2.1** To provide scheduled and ad hoc onsite shred services (where a vendor truck performs shred services at the client site for materials that have never been within the vendor's storage site) of up to Protected B documents to Employment and Social Development Canada (ESDC) / Service Canada (SC) offices (an approximate 302 total sites – please refer to Appendix “1” – ESDC Locations and Estimated Usages by Geographical Region for the list of sites and estimated usages - number of sites to vary throughout the duration of this agreement) located throughout the 10 geographic regions outlined below.

**The intent is to issue multiple Standing Offers for 10 geographic region(s).**

The purpose of these Regional Master Standing Offers (RMSO) are to provide scheduled and ad hoc on-site mobile shredding services of up to Protected B documents in each geographic region as defined in Annex “D” - Geographical Regions. Offerors may submit an offer considering the region they wish to cover over Canada. The regions are described as follow:

<b>Region Number</b>	<b>Region Name</b>
1	British Columbia
2a	Alberta (Rural)

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2b	Alberta (Urban)
3	Saskatchewan
4	Manitoba
5	Ontario
6	Quebec
7	New Brunswick
8	Nova Scotia
9	Prince Edward Island
10	Newfoundland and Labrador

The services are to be provided on a scheduled AND an "as and when requested" (AKA ad-hoc) basis for the duration of the Standing Offer period.

The initial period for making call-ups against the Standing Offer is from date of contract award to March 31, 2025.

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional five (5) periods, of one (1) year each, under the same terms and conditions and at the prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

### **1.2.2 Comprehensive Land Claim Agreements (CLCA)**

The Request for Standing Offers (RFSO) is to establish National Master Standing Offers for the requirement detailed in the RFSO, to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting standing offers.

### **1.3 Security Requirements**

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

### **1.4 Debriefings**

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

## **PART 2 - OFFEROR INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) (2022-12-01) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 180 days

### **2.2 Submission of Offers**

Offers must be submitted only to Employment and Social Development Canada (ESDC) by the date, time and email address indicated on page 1 of this Request for Standing Offers.

[NC-SOLICITATIONS-GD@hrsdc-rhdcc.gc.ca](mailto:NC-SOLICITATIONS-GD@hrsdc-rhdcc.gc.ca)

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to ESDC will not be accepted.

### **2.3 Former Public Servant**

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

#### **Definitions**

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the 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 Offeror a FPS in receipt of a pension? **YES ( ) NO ( )**

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

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

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

Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

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

## **2.4 Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than 5 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

## 2.5 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

## 2.6 Bid Challenge and Recourse Mechanisms

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

## 2.7 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 reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 5 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.



## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 3.1 Offer Preparation Instructions

- The Offeror must submit its offer electronically via email, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions and only submitted to the location indicated within 2.2 Submission of Offers.

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

Section I: Technical Offer (soft copy via email)

Section II: Financial Offer (soft copy via email)

Section III: Certifications (soft copy via email)

Section IV: Additional Information (soft copy via email)

Due to the nature of the RFSO, offers transmitted by facsimile or USB key will not be accepted.

**Note** – there is a size limit of **13MB** per email with attachments.

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

For bids transmitted by email, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:

- a. receipt of garbled or incomplete bid;
- b. delay in transmission or receipt of the bid to the Contracting Authority's email inbox (the date & time on the email received by the Contracting Authority is considered the date & time of receipt of the bid submission);
- c. availability or condition of the receiving equipment;
- d. incompatibility between the sending and receiving equipment;
- e. failure of the Bidder to properly identify the bid;
- f. illegibility of the bid; or
- g. security of bid data.

A bid transmitted electronically constitutes the formal bid of the Bidder and must be submitted in accordance with Section 05 of [2003](#) (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements.

ESDC has restrictions on incoming e-mail messages. The maximum e-mail message size including all file attachments must not exceed **13MB**. Zip files or links to bid documents will not be accepted. Incoming e-mail messages exceeding the maximum file size and/or containing zip file attachments will be blocked from entering the ESDC e-mail system. A bid transmitted by e-mail that gets blocked by the ESDC e-mail system will be considered not received. It is the responsibility of the Bidder to ensure receipt.

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- a) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](#) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Bidders should:

1. Include all environmental certification(s) relevant to your organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
2. Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g. Forest Stewardship Council (FSC), ENERGYSTAR, etc.)

### **Section I: Technical Offer**

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

### **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with the Basis of Payment detailed in ANNEX "B" – BASIS OF PAYMENT for each site offered in its offer. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

#### **3.1.1 Exchange Rate Fluctuation**

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

### **Section III: Certifications**

Offerors must submit the certifications and additional information required under PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION.

### **Section IV: Additional Information**

- 3.2 The Company Security Officer must ensure through the Contract Security Program that the Offeror and proposed individual(s) hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

	<b>MANDATORY CRITERIA REQUIREMENTS</b>	<b>Met</b>	<b>Not Met</b>	<b>Reference/Comments Cross reference to proposal, page number</b>
M1	<p>The Bidder must demonstrate they are capable of providing on-site (mobile) shredding services of up to Protected B level documents at bid closing.</p> <p>In order to demonstrate this capability, the Bidder must demonstrate they possess equipment capable to meet the specifications for shred size (Screen – 13mm / Particle – 19mm x 25mm – (P-3) DIN 66399 Equivalent) and the of type of equipment must meet RCMP standards for High Volume Destruction of up to Protected B documents at bid closing.</p> <p><a href="https://www.rcmp-grc.gc.ca/physec-secmat/pubs/qcpcsg-qsmgc-001-eng.htm">https://www.rcmp-grc.gc.ca/physec-secmat/pubs/qcpcsg-qsmgc-001-eng.htm</a></p> <p>At bid closing, the Bidder must provide the model of the equipment being used in accordance with RCMP standard for High Volume Destruction of up to Protected B information.</p> <p>If the Bidder is applying for multiple sites, the list of models must indicate which models will be used in each particular site.</p> <p>The Bidder must provide technical specifications or</p>			

	documentation for substantiation such as brochures, catalogs, or product specification sheets.			
M2	<p>The Bidder must provide a dedicated account representative for Employment and Social Development Canada (ESDC) / Service Canada (SC).</p> <p>The Bidder must provide the following information (name, telephone # and email address) at the time of bid closing.</p>			
M3	<p>The Bidder must demonstrate that their company has a minimum of two (2) years' experience providing on-site mobile shredding services of up to Protected B documents, within the last 5 years at bid closing.</p> <p>The Bidder must provide a list of 5 current/previous projects, as reference, that they have serviced within the last 5 years.</p> <p>The Client reference may be contacted during the evaluation period to confirm validity of information provided in the bidder's proposal.</p> <p>The reference should include as a minimum:</p> <ul style="list-style-type: none"> <li>a) Client Organization name;</li> <li>b) Start Date and End Date -specify month and year (or indicate if work is still in progress).</li> <li>c) A description of the scope of the services provided;</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>d) Name and contact information (phone number, email) of an Authorized Representative who will confirm the information supplied by the Bidder.</li> </ul>			
M4	The Bidder must provide description of how destroyed documents are recycled			

#### 4.1.2 Financial Evaluation

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

Only offers meeting all of the Mandatory Technical Criteria will be considered for financial evaluation.

The Offeror's offer may cover one (1), two (2), or all ten (10) geographical regions. The 10 regions are:

Region Number	Region Name
1	British Columbia
2a	Alberta (Rural)
2b	Alberta (Urban)
3	Saskatchewan
4	Manitoba
5	Ontario
6	Quebec
7	New Brunswick
8	Nova Scotia
9	Prince Edward Island
10	Newfoundland and Labrador

Offerors must submit rates/prices for at least one (1) geographical region in Annex "B" - Basis of Payment, on a per site basis.

For the purposes of bid evaluation, Annex "B" – Basis of Payment will be used. The Bidder must provide all-inclusive firm per site cost for the services being proposed in accordance with the bid solicitation, for the initial contract period and option periods.

The "TOTAL EVALUATED PRICE" in Annex "B" - Basis of Payment will be conducted for each site in each geographic region. The financial evaluation will be based on the Total Offer Price per site.

#### 4.2 Basis of Selection

The Basis of Selection will be made on a per site basis.

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive.

All responsive offers will be recommended for issuance of a Standing Offer and the prices, rates and services of all responsive Offerors will be administered by the standing offer authority.

Responsive bidders will be ranked by per site basis starting with lowest cost compliant. The ranking will be applied when call-ups are considered on a first right of refusal basis from lowest cost up.

#### **4.3 Instructions for filling out the Financial Offer - (Basis of Payment)**

If the Offeror is not interested in providing services for specific sites, they must clearly indicate on the Annex B - Basis of Payment, Financial Offer, services not offered for this site and submit it with the offer.

**\*\*\* The inclusion of additional notes/exceptions/conditions, associated with the financial offer will not be accepted; and will render the offer non-responsive. \*\*\***

If the Offeror is interested in providing services in a region, they must fill out the mandatory Annex B, Basis of Payment (Financial Offer) for the site(s) they wish to provide the service in, and submit it with the offer.

**When a rate is not identified, it means \$0 for this service and it is assumed that the Offeror is capable of providing the service free-of-charge.**

The Offeror's prices are to be all-inclusive with the exception of fuel surcharge (see note below) in accordance with all services described in the Statement of Work and Terms and Conditions of this RFSO. All prices must be quoted in Canadian funds, Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is extra, if applicable.

#### **NOTE: FUEL SURCHARGES**

Fuel Surcharge are only applicable on the transportation cost associated with carrying out destruction services; and are to be invoiced in accordance with the following computation: The baseline fuel price is set to \$1.68 per litre which will be equal to a 2% fuel surcharge. For every \$0.04 increase/decrease (or increment thereof) in the average monthly price of fuel, (see Natural Resources Canada website <https://www.nrcan.gc.ca/our-natural-resources/domestic-and-international-markets/transportation-fuel-prices/4593>) the Offeror will implement a 1% increase/decrease to the fuel surcharge percentage %. The fuel surcharge is to be expressed as a % (percentage) of the total transportation cost and shown as a separate line item on the firm's invoice.

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

### **5.1 Certifications Required with the Offer**

Offerors must submit the following duly completed certifications as part of their offer.

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

### **5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information**

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

#### **5.2.1 Integrity Provisions – Required Documentation**

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

#### **5.2.2 Security Requirements – Required Documentation**

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

Offerors are reminded to obtain the required security clearance and, as applicable, security capabilities promptly. As indicated above, offerors 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 extensions granted by the Contracting Authority in its discretion), or if Canada requires further information from the Offeror in connection with assessing the request for security clearance (i.e., information not required by the AFR), the Offeror 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 Offeror fails to provide the required information within the timeframe established by the Contracting Authority, its bid will be declared non-compliant.

### **5.2.3 Federal Contractors Program for Employment Equity – Standing Offer Certification**

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ) available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

### **5.2.4 Status and Availability of Resources**

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

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability.



## **PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS**

### **6.1 Security Requirements**

1. Before issuance of a standing offer, the following conditions must be met:
  - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
  - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicate in Part 7A - Standing Offer;
  - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful Offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
3. For additional information on security requirements, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

### **6.2 Insurance Requirements**

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex E.

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

## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **7.1 Offer**

7.1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

#### **7.2 Security Requirements**

7.2.1.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Standing Offer.

7.2.1.2 The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).

7.2.1.3 The Contractor personnel requiring access to PROTECTED information, assets, or sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.

7.2.1.4 The Contractor MUST NOT remove any PROTECTED information or assets from the identified site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.

7.2.1.5 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.

7.2.1.6 The Contractor 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).

#### **7.3 Standard Clauses and Conditions**

All clauses and conditions identified in the Standing Offer and resulting contract(s) 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.

##### **7.3.1 General Conditions**

[2005](#) (2022-12-01) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

#### **7.4 Term of Standing Offer**

##### **7.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from date of contract award to March 31, 2025.

#### 7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional five (5) periods, of one (1) year each, under the same terms and conditions and at the prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

#### 7.4.3 Comprehensive Land Claims Agreements (CLCAs)

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the standing offer.

#### 7.4.4 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Standing Offer and further defined in each resulting call-up.

### 7.5 Authorities

#### 7.5.1 Standing Offer Authority

The Standing Offer Authority is: **(to be completed at contract award)**

Name:

Title:

Organization: Employment and Social Development Canada

Address: 140 Promenade du Portage Gatineau, QC K1A 0J9

E-mail address:

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

#### 7.5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

#### 7.5.3 Offeror's Representative **(to be completed at contract award)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

Facsimile: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

E-mail address: \_\_\_\_\_

## 7.6 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

## 7.7 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer is Employment and Social Development Canada/Service Canada.

## 7.8 Call-up Procedures

### Right of First Refusal

The call-up procedures require that when a requirement is identified, the identified user will contact the highest-ranked offeror to determine if the requirement can be satisfied by that offeror. If the highest-ranked offeror is able to meet the requirement, a call-up is made against its standing offer. If that offeror is unable to meet the requirement, the identified user will contact the next ranked offeror. The identified user will continue and proceed as above until one offeror indicates that it can meet the requirement of the call-up. Each offeror, once contacted, will have 24 hours to reply. In other words, call-ups are made based on the "right of first refusal" basis. When the highest-ranked offeror is unable to fulfill the need, the identified user is required to document its file appropriately. The resulting callups are considered competitive and the competitive call-up authorities can be used.

## 7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form *PWGSC-TPSGC 942, Callup Against a Standing Offer*.

## 7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$400,000.00. (Applicable Taxes included).

## 7.11 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2005](#) (2022-12-01), General Conditions - Standing Offers - Goods or Services
- d) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;
- f) Annex C, Security Requirements Check List
- g) Annex D, Geographical Regions;
- h) Annex E, Insurance Requirements;
- i) Appendix 1, ESDC Locations and Estimated Usages by Geographical Region;
- j) Appendix 2, Definitions;

k) the Offeror's offer dated \_\_\_\_\_ **(to be completed at contract award);**

## **7.12 Certifications and Additional Information**

### **7.12.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

## **7.13 Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

## **B. RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

### **7.1 Statement of Work**

The Contractor must perform the Work described in the call-up against the Standing Offer.

### **7.2 Standard Clauses and Conditions**

#### **7.2.1 General Conditions**

[2010C](#) (2022-12-01), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

### **7.3 Term of Contract**

#### **7.3.1 Period of the Contract**

The Work is to be performed during the period of date of contract award to March 31, 2025.

#### **7.3.2 Option to Extend the Contract**

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

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

#### **7.3.3 Delivery Date**

Delivery must be completed in accordance with the call-up against the Standing Offer.

### **7.4 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.

### **7.5 Payment**

#### **7.5.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Call-up, the Contractor will be paid firm prices, as specified in Annex "B" for the first year period of the Standing Offer (from date of contract award to March 31, 2025), as specified in the authorized Call-up. Customs duties are excluded 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.

### **7.5.2 Limitation of Price**

*SACC Manual* clause [C6000C](#) 2017-08-17 Limitation of Price

### **7.6 Invoicing Instructions**

*SACC Manual* clause [H5001C](#) 2008-12-12 Invoicing Instructions

### **7.7 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.

### **7.8 Dispute Resolution**

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

## ANNEX "A" - STATEMENT OF WORK

### **1.0 Title**

Scheduled and ad hoc on-site mobile shredding services of up to Protected B documents throughout various Employment and Social Development Canada (ESDC) / Service Canada (SC) offices throughout Canada.

### **2.0 Objectives**

To provide scheduled and ad hoc on-site mobile shredding services of up to Protected B documents to Employment and Social Development Canada (ESDC) / Service Canada (SC) offices (approximately\* 302 total) located in the following provinces/regions (See attached – Appendix 1 – ESDC Locations and Estimated Usages by Geographical Regions).

<b>Region Number</b>	<b>Region Name</b>
1	British Columbia
2a	Alberta (Rural)
2b	Alberta (Urban)
3	Saskatchewan
4	Manitoba
5	Ontario
6	Quebec
7	New Brunswick
8	Nova Scotia
9	Prince Edward Island
10	Newfoundland and Labrador

\*Approximately 302 offices, as there may be openings/closures of offices throughout the duration of this Standing Offer.

### **3.0 Background Statement**

ESDC has various sites that require scheduled and ad hoc on-site mobile shredding services of up to Protected B documents throughout the nation.

### **4.0 Tasks**

The Contractor must provide:

- scheduled and ad hoc on-site mobile shredding services of up to Protected B documents;
- the removal and disposal of shredded waste;
- the supply of key locked, confidential shredding bins/consoles, and bags (if applicable) for on-site destruction of material;
- Shred size (Screen – 13mm / Particle – 19mm x 25mm – (P-3) DIN 66399 Equivalent) and type of equipment must meet RCMP standard for high volume destruction of up to Protected “B” information.  
<https://www.rcmp-grc.gc.ca/physec-secmat/pubs/gcpsg-gsmgc-001-eng.htm>

Requirements:



1. Provide transportation, equipment, and personnel for the pickup/delivery and destruction requests, including on-site mobile shredding services.
2. Contractor must provide key locked, confidential shredding bins/containers for on-site destruction of material.
  - a. The Contractor cannot leave keys on-site for the locked bins/containers
  - b. The Contractor has the sole-responsibility of the possession of the keys at all times
3. The Contractor will receive up to Protected B documents in the form of completely unsorted paper records for destruction. Those records may contain contaminants such as but not limited to: staples, paper clips, plastic, elastics, photographs and carbons.
  - a. The mix of paper records may include a full range of paper grades.
4. The Protected B documents may come in various states (eg. Locked bin/console, loose, boxed, or palletized) – as indicated in Annex B – Basis of Payment.
5. When destruction has occurred for onsite shredding, the Contractor must provide the Project Authority with the following:
  - a. Certificate of Destruction (one to be provided for each site after each visit)
  - b. numbers of containers
  - c. a copy of the Certificate of Pickup
  - d. date of the destruction and signature of the person who conducted the destruction and signature of the Identified User who witnessed the destruction.
6. The Contractor will provide a closed loop destruction service (unbroken chain of custody from storage to certified confidential destruction). Vehicles carrying protected documentation supplied by ESDC/SC must not be left unattended at any point.
7. The Contractor is responsible for the loading of all document locked bin/console, loose, boxed, or palletized for transport. If pallets are used, the Contractor must replenish them at the next scheduled pickup.
8. Scheduled and ad hoc on-site mobile shredding services of up to Protected B documents must be carried out in an uninterrupted manner between the hours of 9:00 a.m. local time and completed no later than 3:00 p.m. local time, Monday to Friday, with the exclusion of statutory holidays.\*

\* Services will be required on a regularly scheduled and as required (ad-hoc) basis, depending on the location of the site and will be identified in each call-up.
9. In locations where pick-up frequency is described as ad-hoc, the Project Authority will send an email to the Contractor's representative identified in the contract one (1) week in advance

notifying them of a requirement for pick-up with an estimate of the number of bins to be collected or an estimate of the volume in cubic feet.

10. When the service falls on a statutory holiday, the Contractor will notify the Project Authority of the rescheduled service date a minimum of one week in advance of the rescheduled date. The rescheduled service date must be 24 hours before or after the statutory holiday on a business day, exclusive of weekends.
  - a. Employment and Social Development Canada (ESDC)/Service Canada (SC) offices are closed on the following statutory holidays:
    - i. New Year's Day
    - ii. Good Friday
    - iii. Easter Monday
    - iv. Victoria Day
    - v. Canada Day (or day in lieu)
    - vi. August Civic Holiday (First Monday in August Federal Government locations closed)
    - vii. Labour Day
    - viii. National Truth and Reconciliation
    - ix. Thanksgiving Day
    - x. Remembrance Day (or day in lieu)
    - xi. Christmas Day (or day in lieu)
    - xii. Boxing Day (or day in lieu)
11. ESDC reserves the right to adjust the number of bins and locations provided to each site listed in Appendix 1 – ESDC Locations and Estimated Usages by Geographical Regions, as required. This would include either the addition or removal of bins at each location, when required. The quantities and frequencies outlined in Appendix 1 – ESDC Locations and Estimated Usages by Geographical Regions are to be used for estimation purposes only. Firm quantities, requirements, locations will be clearly identified within each call-up that is awarded.
12. ESDC reserves the right to adjust the number locations listed in Appendix 1 – ESDC Locations and Estimated Usages by Geographical Regions, as required.
13. The Contractor will have full responsibility for disposing the shredded waste and must make efforts to recycle the shredded waste identified herein according to the laws and regulations that are applicable, whether Federal, Provincial or Municipal.
14. The Contractor must inform the project authority immediately upon identifying any service challenges (e.g. truck breakdown, weather delays, etc.). A contingency plan must be provided when the service challenge is identified to the Project Authority.
15. Any temporary changes to the scheduled services must be communicated to the Project Authority a minimum of 15 days prior to the change in service.

16. Any permanent changes to the scheduled services must be approved by the project authority prior to the change taking effect and must be communicated a minimum of 30 days prior to the change in service.

#### **5.0 Work Location**

Location of work will be outlined within the resulting call-up.

#### **6.0 Performance and Monitoring**

Employment and Social Development Canada (ESDC) / Service Canada (SC) will be limited to services rendered and expenses incurred as detailed in the identified call-up.

## **ANNEX "B" – BASIS OF PAYMENT**

Please refer to and complete attached spreadsheet named "ANNEX "B" – BASIS OF PAYMENT

The information provided in the Annex "B" Basis of Payment will be used to create the Annex B of the resulting standing offer.

## ANNEX "C" – SECURITY REQUIREMENTS CHECKLIST



Contract Number / Numéro du contrat 100019676-PB
Security Classification / Classification de sécurité <b>Reliability</b>

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



Contract Number / Numéro du contrat 100019676-PB
Security Classification / Classification de sécurité <b>Reliability</b>

**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  Yes  
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  Yes  
Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

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

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input 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 EMBLEMES			

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  Yes  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No  Yes

**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  Yes

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  Yes

**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  Yes

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No  Yes

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  Yes





Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat 100019676-PB
Security Classification / Classification de sécurité <b>Reliability</b>

**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 RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC 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).



Contract Number / Numéro du contrat 100019676-PB
Security Classification / Classification de sécurité <b>Reliability</b>

**PART D - AUTHORIZATION / PARTIE D - AUTORISATION**

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

Name (print) - Nom (en lettres moulées) Jeffrey Chau	Title - Titre A/Senior Manager	Signature <b>Chau, Jeffrey</b> <small>Digitally signed by Chau, Jeffrey Date: 2022.10.14 15:07:53 -07'00'</small>
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Telephone No. - N° de téléphone 604-679-2683	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel jeffrey.chau@servicecanada.gc.ca	Date
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14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées) Ricky Dagan-Skedd	Title - Titre Senior Manager	Signature <b>DaganSkedd, Ricky</b> <small>Digitally signed by DaganSkedd, Ricky Date: 2022.10.18 16:16:53 -07'00'</small>
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Telephone No. - N° de téléphone 604-404-8375	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel ricky.daganskedd@servicecanada.gc.ca	Date
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15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
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16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées) Mykola Polataiko	Title - Titre Senior Specialist, Procurement	Signature <b>Polataiko, Mykola</b> <small>Digitally signed by Polataiko, Mykola DN: cn=CA, o=GC, ou=HRSDC-RhdCC, cn=Polataiko, Reason: I am the author of this document Location: Date: 2022.10.21 16:08:57 -04'00' From PDF, Extra-Verapdf, 12.3.1</small>
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Telephone No. - N° de téléphone (613) 298-6045	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel mykola.polataiko@hrsdc-rhdcc.gc.ca	Date
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17. Contracting Security Authority / Autorité contractante en matière de sécurité

<b>Adna Mohamed Contract Security Officer Adna.Mohamed@tpsgc-pwgsc.gc.ca</b>	Title - Titre	Signature <b>Mohamed, Adna</b> <small>Digitally signed by Mohamed, Adna Date: 2023.09.05 10:30:39 -04'00'</small>
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Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
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### ANNEX "D" – Geographical Regions

The following geographical regions to be serviced are

<b>Region Number</b>	<b>Region Name</b>
1	British Columbia
2a	Alberta (Rural)
2b	Alberta (Urban)
3	Saskatchewan
4	Manitoba
5	Ontario
6	Quebec
7	New Brunswick
8	Nova Scotia
9	Prince Edward Island
10	Newfoundland and Labrador

## **ANNEX "E" - 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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - 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.

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

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

### **For other provinces and territories, send to:**

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

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

## **Appendix “1” – ESDC Locations and Estimated Usages by Geographical Region**

Please refer to the attached document entitled “Appendix “1” – ESDC Locations and Estimated Usages by Geographical Region”

**\*PLEASE NOTE: These locations and usages are only use as an example, they may change at any time\***

## Appendix “2” - Definitions

### Secure destruction

Secure destruction means shredding of the media (paper) to a size that makes reconstitution of the information by reassembly of the particles impractical. That is, the size and amount of the chaff are such that - given the value of the information to the attacker (asset value - based primarily on confidentiality), the adversary will not have or be willing to expend the resources necessary to reassemble enough fragments to obtain a useable amount of information.

This does not mean that reconstitution is impossible – only impractical. The RCMP has worked with security experts and the security community to determine what particle sizes can be considered secure in normal operations. These particle sizes are presented in [Appendix A](#).

It must be stressed that insufficient quantity of shredded material or insecure practices during the destruction process from the time the decision is made to destroy the information until secure destruction is complete presents a greater risk of compromise than improper shred size. For example, the shred size for office documents is based on the assumption that a shredded sheet is added to – and to some degree mixed with – the chaff from other documents. Care must be taken to ensure that the chaff from one or two sheets is not the only material in an unsecured bin.

### Deutsches Institut für Normung – (DIN) approved shredders

Many office shredders manufactured in Europe are tested to European (DIN) standards. The DIN marking is evidence that the product was subjected to independent testing and includes ratings for throughput and sheet capacity. These tests are based on slightly lighter-weight paper of a different size than is used in Canada therefore, capacity and throughput levels should not be used to compare against similar equipment manufactured and tested in Canada, the US or Asia.

DIN standards are governed by the Technical Committee of the European standards organization (CEN) and the international standards organization (ISO). The GC does not participate in the development or enforcement of this DIN standard however does permit the selection of shredders based on equivalencies shown in Appendix A. DIN 66399 covers six media categories including paper (indicated by "P") and the security level. (eg. P-3 Paper destruction level 3)