

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À :**

Department of Justice Canada
Finance and Planning Branch
attention: Jeff Williams
Email: Jeff.Williams@justice.gc.ca

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Comments - Commentaires

Proposal To: Department of Justice Canada

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

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

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

Proposition au : Ministère de la Justice Canada

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

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

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

Title – Sujet	
Off-Site Storage and Records Management	
Solicitation No. – N° de l'invitation	Date
RFP – OFFSITE RECORDS STORAGE - QRO	December 8, 2023
Client Reference No. – N° référence du client	
1000031051-02	
GETS Reference No. – N° de référence de SEAG	
1000031051-02	
Solicitation Closes L'invitation prend fin	Time Zone Fuseau horaire
at – à 02 :00 PM – 14h00	Eastern Standard Time (EST)
on – le January 16, 2024	Heure Normale de l'Est (HAE)
F.O.B. - F.A.B.	
Plant-Usine: <input type="checkbox"/>	Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>
Address inquiries to – Adresser toute demande de renseignements à :	
Jeff Williams	
Area code and Telephone No. Code régional et N° de téléphone	Facsimile No. / e-mail N° de télécopieur / courriel
	Jeff.Williams@justice.gc.ca
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction	
Quebec	

Instructions: See Herein
Instructions : Voir aux présentes

Delivery required -Livraison exigée	Delivery offered -Livraison proposée
See Herein – Voir aux présentes	
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation) Compétence du contrat : Province du Canada choisie par le soumissionnaire et qui aura les compétences sur tout contrat subséquent (si différente de celle précisée dans la demande)	
Vendor/firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone	
e-mail - courriel	
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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1. PART 1 - GENERAL INFORMATION

1.1. Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

PART 1 - GENERAL INFORMATION: provides a general description of the requirement;

PART 2 - BIDDER INSTRUCTIONS: provides the instructions, clauses and conditions applicable to the bid solicitation;

PART 3 - BID PREPARATION INSTRUCTIONS: provides bidders with instructions on how to prepare their bid;

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION: includes the certifications and additional information to be provided;

PART 6 – SECURITY REQUIREMENTS: includes specific requirements that must be addressed by bidders; and

PART 7 - RESULTING CONTRACT CLAUSES: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include:

Statement of Work,

Basis of Payment,

Security Requirements Checklist,

Integrity Regime Verification Form

Insurance Requirements

1.2. Summary

1.2.1. The Information Solutions Branch of the Department of Justice Canada (JUS) has a requirement for Off-Site Storage and Record Management Services for the Quebec Regional Office (QRO).

1.2.2. The resulting contract will be from April 1, 2024 until March 31, 2029 with the option to extend by five (5) additional one (1) year option periods.

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

1.2.4. The requirement is subject to the provisions of the Canada Free Trade Agreement (CFTA)

1.2.5. This requirement is limited to Canadian services. For additional information, consult Part 5 - Certifications and Additional Information.

1.3. Debriefings

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

1.4. Office of the Procurement Ombudsman (OPO)

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$30,300 for goods and \$121,200 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services or to determine if your concerns are within the Ombudsman's mandate, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

2. PART 2 - BIDDER INSTRUCTIONS

2.1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions \(SACC\) Manual](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.

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

The [2003 \(2023-06-08\) Standard Instructions - Goods or Services - Competitive Requirements](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/27) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/27>) are incorporated by reference into and form part of the bid solicitation.

Technical Difficulties of Bid Transmission

Despite anything to the contrary in (05), (06) or (08) of the Standard Instructions, where a Bidder has commenced transmission of its bid through an electronic submission method (such as facsimile or Canada Post Corporation's (CPC) Connect service, or other online service) in advance of the bid solicitation closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Bid by the deadline, Canada may nonetheless accept the entirety of the Bid received after the bid solicitation closing date and time, provided that the Bidder can demonstrate the following:

- (i) The bidder contacted Canada in advance of the bid solicitation closing date and time to attempt to resolve its technical difficulties; OR
- (ii) The electronic properties of the Bid documentation clearly indicate that all components of the Bid were prepared in advance of the bid solicitation closing date and time.

Completeness of the Bid

After the closing date and time of this bid solicitation, Canada will examine the Bid to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the bid can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Bid meets any standard or is responsive to all solicitation requirements, but will be solely limited to assessing completeness. Canada will provide the Bidder with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice.

Specifically, the bid will be reviewed and deemed to be complete when the following elements have been submitted by the bidder:

1. That certifications and securities required at bid closing are included.
2. That bids are properly signed, that the bidder is properly identified.
3. Acceptance of the terms and conditions of the bid solicitation and resulting contract.
4. That all documents created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.
5. All certifications, declarations and proofs created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.

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

Delete: 60 days

Insert: 90 days

2.2. Submission of Bids

Soft copy bid submission by email

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

Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted., and Canada Post Corporation's (CPC) Connect service is not an option at Department of Justice.

2.3. Enquiries - Bid Solicitation

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

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

2.4. Applicable Laws

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

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. Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority.

Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:

- Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are strict deadlines for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

3. PART 3 - BID PREPARATION INSTRUCTIONS

3.1. Bid Preparation Instructions

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

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

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

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

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

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

Section I: Technical Bid

- I1 In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.
- I2 The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.
- I3 Customer Reference Contact Information:
 - (A) The Bidder must provide customer references. The customer reference must each confirm, when requested by Canada, the information required by Mandatory Criteria M1 and M4 of Attachment 1 to Part 4 – Technical Evaluation Criteria.

Note: The Department of Justice Canada cannot be used as a client in response to this criterion.
 - (B) The form of questions to be used to request confirmation from customer references is as follows:

CRITERIA M1

Has the Bidder provided your organization with records management and storage services subject to the following constraints:

 - o managed a minimum average annual physical records inventory volume of 14,000 cubic feet; and
 - o provided these services for a minimum of the last two full consecutive years leading up to the closing date of this RFP.

___ Yes, the Bidder has provided my organization with the services described above.

___ No, the Bidder has not provided my organization with the services described above

___ I am unwilling or unable to provide any information about the services described above.

CRITERIA M4

Has the Bidder provided your organization with records management and storage services subject to the following constraints:

 - o provided high volume document retrieval services, with a minimum of 2,400 physical items (i.e. files, records, and/or cartons) retrieved in a one (1) consecutive year period; and
 - o This one (1) consecutive year period must have been within the last three (3) years from RFP closing date.

___ Yes, the Bidder has provided my organization with the services described above.

___ No, the Bidder has not provided my organization with the services described above

___ I am unwilling or unable to provide any information about the services described above.
 - (C) For each customer reference, the Bidder must, at a minimum, provide the name, telephone number and e-mail address for a contact person. Bidders are also requested to include the title of the contact person. It is the sole responsibility of the Bidder to ensure that it provides a contact who is knowledgeable about the services the Bidder has provided to its customer and who is willing to act as a customer reference. Crown references will be accepted.

Section II: Financial Bid

- II1 Bidders must submit their financial bid in accordance with Part 4 - Evaluation Procedures and Basis of Selection, 4.1.2, Financial Evaluation.
- II2 Bidders should include the following information in their financial bid:
- 1) Their legal name;
 - 2) Their Procurement Business Number (PBN); and
 - 3) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to (a) their bid; and (b) any contract that may result from their bid.

Section III: Certifications

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

Section IV: Additional Information

- IV1 Bidder's Proposed Site or Premises Requiring Safeguard Measures
- As indicated in *Part 6 - Security Requirements*, the Bidder must provide the full addresses of the Bidder's and proposed individuals' sites or premises for which safeguarding measures are required for Work Performance:
- Address:
- Street Number / Street Name, Unit / Suite / Apartment Number
- City, Province, Territory / State
- Postal Code / Zip Code
- Country
- Note: All proposed storage facilities must reside within the geographical boundaries of Canada.
- IV2 The Company Security Officer must ensure through the [Contract Security Program](#) that the Bidder and proposed individuals hold a valid security clearance at the required level, as indicated in Part 6 – Security Requirements.

4. PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1. Evaluation Procedures

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

4.1.1. Technical Evaluation

4.1.1.1. Mandatory Technical Criteria

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

4.1.1.2. Point Rated Technical Criteria

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

Point-rated technical criteria not addressed will be given a score of zero.

4.1.2. Financial Evaluation

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

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

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

- 4.1.2.2. The volumetric data included in the pricing schedule detailed in Attachment 2 to Part 4 : Financial Evaluation - Pricing Schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

4.2. Basis of Selection

- 4.2.1. To be declared responsive, a bid must:

1. comply with all the requirements of the bid solicitation; and
2. meet all mandatory criteria; and
3. obtain the required minimum of 21 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 33 points.
4. Bids not meeting (1) or (2) or (3) will be declared non-responsive.
5. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 30 % for the technical merit and 70 % for the price.
6. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 30 %.
7. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 70 %.
8. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
9. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 30/70 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection – Highest Combined Rating of Technical Merit (30%) and Price (70%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 30 = 25.56$	$89/135 \times 30 = 19.78$	$92/135 \times 30 = 20.44$
	Pricing Score	$45/55 \times 70 = 57.27$	$45/50 \times 70 = 63.00$	$45/45 \times 70 = 70.00$
Combined Rating		82.83	82.78	90.44
Overall Rating		2nd	3rd	1st

- 4.2.2. In the event two or more responsive bids have the same highest combined rating of technical merit and price, these bids will be ranked in descending order of the overall pricing obtained for the bid evaluated price detailed in Attachment 2 to Part 4 – Financial Evaluation – Pricing Schedule, the responsive bid obtaining the lowest overall price being ranked the highest

4.3. Attachment 1 To Part 4 – Technical Evaluation Criteria

1. Mandatory Technical Criteria

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

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

Mandatory Technical Criteria (MT)

For the purpose of the mandatory technical criteria specified below, the experience and resources of the Bidder* will be considered.

“Bidder” means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

Number	Mandatory Technical Criterion	MET	NOT MET
M1	Bidder Experience		
	<p>The Bidder MUST have a minimum of two separate individual clients within Canada for which the Bidder provided records management and storage services. For each referenced client, the Bidder MUST demonstrate that it:</p> <ul style="list-style-type: none"> managed a minimum average annual physical records inventory volume of 14,000 cubic feet; and provided these services for a minimum of the last two full consecutive years leading up to the closing date of this RFP. <p>In order to be compliant with M1, the Bidder’s response to this criterion MUST include:</p> <ol style="list-style-type: none"> Name of each client organization; Name and email of a contact who can validate accuracy of services delivered for each client organization; Description of the services provided to each client organization; Volume (in cubic feet) of physical records storage provided to each client organization; Period of time when the volume of physical records storage was stored with the Bidder (must meet the two consecutive year period leading up to the closing date of this RFP). <p>Note: The Department of Justice Canada cannot be used as a client in response to this criterion.</p>		
M2	Facilities - storage capacity		
	<p>The Bidder MUST demonstrate that in the geographical region, as stated in Annex A: Statement of Work, section 1.0 Title, its total storage capacity (occupied or unoccupied) can store a minimum of 14,000 cubic feet.</p> <p>In order to be compliant with M2, the Bidder’s response to this criterion MUST: Provide the address of each warehouse; and Provide the storage capacity for each warehouse (in cubic feet);</p>		
M3	Facilities – Location		
	<p>The Bidder MUST demonstrate that in each geographical region, as stated in Annex A: Statement of Work, section 1.0 Title, has at least one (1) storage facility that is located within 90 kilometres of the Department of Justice Canada regional office being serviced.</p> <p>Note: All proposed storage facilities must reside within the geographical boundaries of Canada.</p> <p>In order to be compliant with M3, the Bidder’s response to this criterion MUST include:</p> <ol style="list-style-type: none"> the address of each warehouse in the geographical region; and Google mapping images showing the distance in kilometers from the warehouse to the Department of Justice Canada regional office. 		

<p>The search engine that will be used to verify compliance with this criteria is Google Maps.</p> <p>iii. In the event that the distance calculated with the use of an alternative search engine (such as Bing Maps) results in a variance that is equivalent or less than 0.3km over the 50km threshold, the evaluation team will favor compliancy and deem M3 as being met.</p>			
M4	Services - Retrievals		
<p>The Bidder MUST have experience in providing high volume document retrieval services, with a minimum of 2,400 physical items (i.e. files, records, and/or cartons) retrieved in a one (1) consecutive year period. This one (1) consecutive year period must have been within the last three (3) years from RFP closing date.</p> <p>The Bidder MUST identify as many client organizations as necessary to show a combined minimum of 2,400 records retrieved in the same one-year period used to demonstrate M4 experience.</p> <p>In order to be compliant with M4, the Bidder's response to this criterion MUST include:</p> <ol style="list-style-type: none"> 1. Name of the client organizations(s); 2. Name and email of a contact who can validate accuracy of services delivered for each client organization; 3. Description of the services provided to each of the client organization(s) 4. Number of physical items retrieved for each of the client organization(s); 5. Period of time (start date and end date) when the services were delivered (must meet the one year period within the last three years immediately prior to RFP closing date). <p>Examples of how this criterion may be met:</p> <ol style="list-style-type: none"> i. The Bidder has one client organization for which it retrieved 2,400 items between January 2020 and January 2021. This example meets the number of retrievals and timeline requirements of this criterion. ii. The Bidder has two client organizations where for one the Bidder retrieved 50,000 items between October 2021 and October 2022 and for the other the Bidder also retrieved 50,000 items in the same one year period, for a total of 100,000 retrievals. This example meets the number of retrievals and timeline requirements of this criterion. <p>Note: The Department of Justice Canada cannot be used as a client in response to this criterion.</p>			
M5	Services - Customer Service and Web Tracking		
<p>The Bidder MUST demonstrate that they will provide: that they have the following setups (?):</p> <ol style="list-style-type: none"> 1. a bilingual (english/French) 24/7 web-based tracking system for on-line inventory, control, retrieval, transportation, and disposal of physical items including but not limited to files, records and boxes. 2. a bilingual toll free customer service line. <p>In order to demonstrate compliance with point 1 of M5, the Bidder MUST provide a summary of operational procedures outlining the functioning and availability of their bilingual 24/7 web-based system. To be considered compliant, the response must include how the tracking system addresses all services listed above.</p>			

2. Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

Technical proposals will be assessed separately against the evaluation criteria identified below. Point rated criteria not addressed in the Bid will result in a score of zero being assigned against that particular criterion.

The following rating scheme (Table 1) will be used to evaluate the Point Rated Technical Criteria RTC1, RTC2 and RTC3 only.

Point(s) Allocated	Description of Point Award
0	0 point for having provided a poor quality Work Plan which lacks information to demonstrate that the requirement outlined in the criterion is met. Very few details are provided to address the elements identified in the criterion. The Bidder does not demonstrate the minimum capability to meet any elements of the requirement.
4	4 points for having provided an incomplete Work Plan to demonstrate how it meets the requirement outlined in the criterion. Information provided has major deficiencies to address appropriately the elements identified in the criterion. The Bidder does not demonstrate the minimum capability to meet all elements of the requirement.
7	7 point for having provided a Work Plan which adequately meets the requirement outlined in the criterion. Major necessary details are provided and minor deficiencies exist in addressing the elements identified in the criterion. The Bidder demonstrates the capability to adequately meet all elements of the requirement.
10	10 points for having provided an in-depth Work Plan which fully meets the requirement outlined in the criterion. All necessary details are provided and no deficiencies exist in addressing the elements identified in the criterion. The Bidder demonstrates the capability to fully meet all elements of the requirement.

Point Rated Technical Criteria (RTC)

For the purpose of the point rated technical criteria specified below, the experience of the Bidder and its resource(s) will be considered.

The Bidder should prepare a proposal which contains an Approach and Methodology written work plan that identifies the steps to complete the Work outlined in this RFP. The proposal will be evaluated, and points will be allocated as follows:

Number	Point Rated Technical Criterion	Cross Reference to Proposal	Minimum Points Required	Maximum Points Available	Total Points Received
RTC1	<u>Start-up and Transition plan (Ingesting)</u>				
	The Bidder should demonstrate, using a hypothetical response, its Work Plan of its strategy explaining how the services will be operational on the first day of the contract. The work plan should address: <ul style="list-style-type: none"> - how physical items will be transported between facilities, physical items include boxes and files - how physical items will be ingested into the web-based system for physical item management - how client access to physical items will be maintained during transition in case of a retrieval request - what resources and strategies they have to assist with the training of Department of Justice staff on the web-based system for physical item management. 		Minimum Points Required 7 points	Maximum Points Available 10 points	

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<p>RTC2</p>	<p><u>Risk management and contingency</u></p> <p>The Bidder should demonstrate in its Work Plan that it has an effective risk management and contingency plan that accounts for foreseeable risks in the transportation and management of large quantities of physical items. Foreseeable risks include but are not limited to, loss of boxes and/or contents, damage of boxes and/or contents, and unauthorized access to boxes and/r contents.</p> <p>Definitions:</p> <p>Risk Management the identification, evaluation, and prioritization of risks followed by coordinated and economical application of resources to minimize, monitor, and control the probability or impact of unfortunate events or to maximize the realization of opportunities</p> <p>Contingency Plan a course of action designed to help an organization respond effectively to a significant future incident, event or situation that may or may not happen</p>		<p>Minimum Points Required</p> <p>7 points</p>	<p>Maximum Points Available</p> <p>10 points</p>	
<p>RTC3</p>	<p><u>Delocation Plan (Excreting)</u></p> <p>The Bidder should demonstrate, using a hypothetical response, its Work Plan of its strategy explaining how client's holdings will be moved out of the MSP's warehouse at the termination of the contract. The work plan should address:</p> <ol style="list-style-type: none"> 1. who will transport items from the current service provider to the new service provider 2. the estimated timelines for removing the number of items (25,000) from its warehouse if the service provider is responsible for transportation 3. the actions to remove the items from the service provider's holdings (i.e. web based inventory system) and transportation to new facility. 		<p>Minimum Points Required</p> <p>7 points</p>	<p>Maximum Points Available</p> <p>10 points</p>	
<p>RTC4</p>	<p><u>Environmental Performance Considerations – Environmental Management Systems</u></p> <p>Canada is committed to protecting the environment by incorporating environmentally responsible principles and practices into its operations, and promoting environmental stewardship by integrating environmental performance considerations into the procurement process.</p> <p>Bidders who are registered and/or certified in ISO 14001:2015 will receive points as follows:</p> <p>Registered against ISO 14001:2015 = .5 points</p> <p>Certified against ISO 14001:2015 = 1 point</p> <p>In order to score points, Bidders must provide a copy of a registration or certification in good standing (not expired).</p> <p>Bidders who demonstrate certification will not also receive points for demonstrating registration.</p> <p>International Standards Organization (ISO) Website reference to ISO 14001:2015 Standard.</p> <p>https://www.iso.org/standard/60857.html</p>		<p>Not Applicable</p>	<p>Maximum Points Available</p> <p>1 point</p>	

<p>RTC5</p>	<p><u>Environmental Performance Considerations – Site to Site Proximity</u></p> <p>The Bidder should demonstrate that all their proposed site(s) identified in their bid response for PART 3 - OFFER PREPARATION INSTRUCTIONS, Section IV: Additional Information, 1. Offeror’s Proposed Site(s) or Premises Requiring Safeguard Measures is within 50 kilometers of the JUS site located at:</p> <p>Quebec Regional Office (QRO)</p> <p>200 René-Lévesque Boulevard West, Montréal, Quebec H2Z 1X4</p> <p>Note: All proposed storage facilities must reside within the geographical boundaries of Canada.</p> <p>The search engine that will be used to verify compliance with this criteria is Google Maps.</p> <p>In the event that the distance calculated with the use of an alternative search engine (such as Bing Maps) results in a variance that is equivalent or less than 0.3km over the 50km threshold, the evaluation team will favor compliancy and deem RTC5 as being met.</p>		<p>Not Applicable</p>	<p>Maximum Points Available</p> <p>1 point</p>	
<p>RTC6</p>	<p><u>Accessibility Considerations – Audit Room</u></p> <p>The Bidder should demonstrate that their Audit Room (see Statement of Work subsection 4.2.1.9 for details) meets the CSA standard for Seating at Tables and Counters. described in the following section:</p> <p>Section 6.7.1 Spaces at Tables and Counters CSA Standard CSA/ASC B651:23 Accessible design for the built environment (https://www.csagroup.org/wp-content/uploads/2430328.pdf)</p>		<p>Not Applicable</p>	<p>Maximum Points Available</p> <p>1 point</p>	
				<p>21</p>	
				<p>33</p>	

4.4. Attachment 2 To Part 4 – Financial Evaluation - Pricing Schedule

PLEASE REFER TO SEPARATE ATTACHMENT TITLED “ATTACHMENT 2 TO PART 4 – FINANCIAL EVALUATION – PRICING SCHEDULE”

5. PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

5.1. Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1. Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, if applicable, the Integrity declaration form available on the *Forms for the Integrity Regime* website (<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 Contract Award and Additional Information

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

5.2.1. Integrity Provisions – Required Documentation

In accordance with the section titled *Information to be provided when bidding, contracting or entering into a real procurement agreement* of the *Ineligibility and Suspension Policy* (<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.

5.2.2. Security Requirements – Required Documentation (Attachments 4 and 5 of Section 5 pertain to this section)

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

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

5.2.3. Federal Contractors Program for Employment Equity

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

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

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

The Bidder must provide the Contracting Authority with a completed *Attachment 2 to Part 5 - Federal Contractors Program for Employment Equity - Certification*, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed *Attachment 2 to Part 5 - Federal Contractors Program for Employment Equity - Certification*, for each member of the Joint Venture.

5.2.4. Former Public Servant

A duly completed *Attachment 1 to Part 5 - Information on Former Canadian Public Servant* should be completed and submitted with the bid but may be submitted afterwards. If not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certification within the time frame specified will render the bid non-responsive.

5.2.5. Canadian Content Certification

SACC Manual clause [A3050T](#) (2020-07-01) Canadian Content Definition

5.3. Attachment 1 To Part 5 – Information On Former Canadian Public Servant

Former Public Servant

A duly completed **Attachment 1 to Part 5 - Information on Former Canadian Public Servant** should be completed and submitted with the bid but may be submitted afterwards. If not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certification within the time frame specified will render the bid non-responsive.

Former Public Servant – Competitive Bid

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

A. 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.

B. Former Public Servant in Receipt of a Pension

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

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

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

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

C. Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? Yes No

If so, the Bidder must provide the following information:

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

5.4. Attachment 2 To Part 5 - Federal Contractors Program For Employment Equity – Certification

Federal Contractors Program for Employment Equity

The Bidder must submit a duly completed **Attachment 2 to Part 5 - Federal Contractors Program for Employment Equity - Certification**, as part of their bid.

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

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

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

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1 The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

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

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

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

5.5. Attachment 3 To Part 5 – Canadian Content Certification

This procurement is limited to Canadian goods and Canadian services.

The Bidder certifies that:

[] a minimum of 80 percent of the total bid price consist of Canadian goods and Canadian services as defined in paragraph 5 of clause [A3050T](#).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6](#), Example 2, of the Supply Manual.

5.6. Attachment 4 To Part 5 – Application For Registration (Afr) Form / Initial International Security Screening Form



Application for
Registration (471-E).p



Initial International
Security Screening for

5.7. Appendix To Attachment 4 To Part 5 : Guidance On Completing The Contract Security Program's Afr Form (Pspc 471) And liss Form



Guidance on how to
complete the Applicat

6. PART 6 - SECURITY REQUIREMENTS

6.1. Security Requirements

6.1.1. Before award of a contract, the following conditions must be met:

- a) the Bidder must hold a valid organization security clearance as indicated in *Part 7 - Resulting Contract Clauses*;
- b) the Bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in *Part 3 – Bid Preparation Instructions, Section IV: Additional Information*.

6.1.2. Before access to sensitive information is provided to the Bidder, the following conditions must be met:

- a) the Bidder's proposed individuals requiring access to sensitive information, assets or sensitive work sites must meet the security requirements as indicated in *Part 7 - Resulting Contract Clauses*.
- b) the Bidder's security capabilities must be met as indicated in *Part 7 - Resulting Contract Clauses*;

6.1.3. For additional information on security requirements, bidders should refer to the [Contract Security Program](#) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

7. PART 7 - RESULTING CONTRACT CLAUSES

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

CONTRACT SPECIFICATIONS

1. STATEMENT OF WORK

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

2. STANDARD CLAUSES AND CONDITIONS

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

2.1. GENERAL CONDITIONS

The *2035 General Conditions - Higher Complexity - Services* (2022-12-01), apply to and form part of the Contract.

3. SECURITY REQUIREMENTS

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

1. The contractor must, at all times during the performance of the contract, hold a valid designated organization screening (DOS) with approved document safeguarding at the level of protected B, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC)
2. The contractor personnel requiring access to **protected** information, assets or work site(s) must **each** hold a valid **reliability status**, granted or approved by the CSP, PWGSC
3. The contractor **must not** utilize its Information Technology systems to electronically process, produce or store **protected** information until the CSP, PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of **protected B**
4. Subcontracts which contain security requirements are **not** to be awarded without the prior written permission of the CSP, PWGSC
5. 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)

3.1.1 Contractor's Sites or Premises Requiring Safeguard Measures

Where safeguarding measures are required in the performance of the Work, the Contractor must diligently maintain up-to-date the information related to the Contractor's and proposed individuals' sites or premises for the following addresses:

Street Number / Street Name, Unit / Suite / Apartment Number

City, Province, Territory / State

Postal Code / Zip Code

Country

Note: All proposed storage facilities must reside within the geographical boundaries of Canada.

3.1.2 The Company Security Officer must ensure through the Contract Security Program that the Contractor and individuals hold a valid security clearance at the required level.

4. TERM OF CONTRACT

4.1. PERIOD OF THE CONTRACT

The period of the Contract is from April 1, 2024 to March 31, 2029 inclusive.

4.2. OPTION TO EXTEND THE CONTRACT

The Contractor grants to Canada the option to extend the term of the Contract by up to five (5) additional 1-year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least six (6) months before the expiry date of the Contract. The Contractor must respond to the exercise of any option within 30 calendar days of receiving the intent to exercise the option period from the Contracting Authority. The option may only be exercised by the Contracting Authority subject to a mutual agreement with the Contractor, and will be evidenced for administrative purposes only, through a contract amendment.

5. AUTHORITIES

5.1. CONTRACTING AUTHORITY

The Contracting Authority for the Contract is:

Name:

Title: Contracting Officer

Department of Justice Canada

Finance and Planning Branch

Address: 284 Wellington Street, Ottawa ON K1A 0H8

Telephone:

E-mail address:

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

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

The Project / Technical Authority for the Contract is:

Name: _____

Title: _____

Department of Justice Canada

Directorate: _____

Address: _____

Telephone: ___ - ___ - ____

Facsimile: ___ - ___ - ____

E-mail address: _____

The Project / Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project / Technical Authority, however the Project / Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

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

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ___ - ___ - ____

Facsimile: ___ - ___ - ____

E-mail address: _____

5.4. INSPECTION AND ACCEPTANCE

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

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. PAYMENT

7.1. BASIS OF PAYMENT

The Contractor will be paid in accordance with the Basis of Payment as set out in Annex "B".

7.2. LIMITATION OF EXPENDITURE

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are included and Applicable Taxes are extra. **(to be completed at Contract award)**
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, **whichever comes first.**
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.3. METHOD OF PAYMENT

7.3.1. 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.

7.3.2. Payment by Direct Deposit

Payments by direct deposit will be subject to section 16, *Payment Period* and section 17, *Interest on Overdue Accounts*, set out in [2035 General Conditions - Higher Complexity - Services](#) (2022-12-01) forming part of this Contract.

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

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their *Direct Deposit Enrolment Form* is up to date. Should the Contractor's information within the *Direct Deposit Enrolment Form* not be accurate or up to date, the provisions identified herein under section 16, *Payment Period* and section 17, *Interest on Overdue Accounts*, set out in [2035 General Conditions - Higher Complexity - Services](#) (2022-12-01) forming part of this Contract will not apply, until the Contractor corrects the matter.

7.3.3. Cost Submission - Limitation of Expenditure

If requested by the Contracting Authority or auditor designated by the Contracting Authority, the Contractor must submit to the Contracting Authority or the auditor as applicable, a cost submission, upon completion of the Contract or annually for multi-year contracts spanning more than one contractor fiscal year.

The cost submission must contain a breakdown of all applicable cost elements as detailed in the Contract and must be signed and certified accurate by the Contractor's Senior Financial Officer, unless stated otherwise in writing.

Supporting information for each cost element must be available in sufficient detail to allow for an in-depth audit.

7.3.4. Discretionary Audit

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

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

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

8. INVOICING INSTRUCTIONS

- 8.1. The Contractor must submit invoices in accordance with the section entitled "*Invoice Submission*" of the general conditions. Claims cannot be submitted until all work identified in the claim is completed.
- 8.2. Each invoice must be supported by a copy of the monthly billing client report which includes the following detailed by region:
 - a) the number of boxes in storage;
 - b) how many requests for material from the site(s);
 - c) transportation costs;
 - d) retrieval costs;
 - e) refiling costs; and
 - f) any other costs related to any activities for the holdings

- 8.3. Invoices must be distributed as follows:

The Contractor must provide each invoice via e-mail to the Project / Technical Authority and [_____] for certification and payment.
[To be provided at time of Contract award]

9. CERTIFICATIONS AND ADDITIONAL INFORMATION

9.1. COMPLIANCE

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

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

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

10. APPLICABLE LAWS

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____
(to be completed at Contract award).

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 *2035 General Conditions - Higher Complexity - Services* (2022-12-01);
- c) Annex A, Statement of Work;
- d) Annex B, Basis of Payment;
- e) Annex C, Security Requirements Check List;
- f) Annex D, Integrity Regime Verification Form;
- g) Annex E, Insurance Requirements; and
- h) the Contractor's bid dated _____ (to be completed at Contract award)

12. INSURANCE REQUIREMENTS – 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.

13. DISPUTE RESOLUTION FOR CANADIAN CONTRACTORS

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

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

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

ANNEX A - STATEMENT OF WORK

1.0 Title

Offsite physical records storage and management services for the Quebec Regional Office.

2.0 Objective

The Department of Justice Canada (JUS) requires a Managed Services Provider (MSP) to store its paper-based records inventory and to provide records management services. The MSP must ensure that the JUS paper records inventory is identified, accessioned, physically stored, and made available to the department.

3.0 Background

The Department of Justice Canada's mission is to administer justice under federal law, provide legal advice to the Government and federal government departments and agencies, represent the Crown in civil litigation and before administrative tribunals, and draft legislation and respond to the legal needs of federal departments and agencies. Pursuant to this mandate, JUS collects and creates physical records holdings, which include documents such as, but not limited to legal case files, consultations, agreements, and corporate records. These documents are managed according to the Department of Justice Canada's related legislation and must be retained and disposed of according to the retention and disposition scheduling requirements set out in the department's legislation and corporate policy.

JUS has a requirement to send its closed physical records to offsite warehouses for storage to be retained until their retention periods are met and the records can be disposed. Legal case file retention periods are typically 10 years or 23 years once they are in offsite storage. During this period of time, JUS may need to retrieve these files back to its offices in order to meet a range of operational requirements. Once closed files have met their retention periods and have received approval for disposition from the originating business unit, JUS must be able to permanently withdraw the files from the MSP inventory in order to transfer them to the custody of Library and Archives Canada (aka archival transfer) or have them securely destroyed.

4.0 Tasks

The MSP must be able to carry out tasks related to the following three phases:

4.1 Initial Move and Start-up

4.2 Ongoing Storage and Records Management Services

4.3 Termination and De-location

4.1 Initial Move and Start-Up

The Initial Move and Start-Up Phase refers to the period of time and activities associated with the transfer of JUS's records inventory data from the current MSP into the new MSP's inventory system and the transfer of JUS's physical records inventory into the management and care of the new MSP. The daily transfer of boxes from the former MSP to the new MSP is estimated at 500 boxes per week day per warehouse facility.

This Initial Move and Start-Up Phase requires the new MSP to complete the following tasks:

- Provide JUS with the name and contact information of a primary point of contact from the new MSP who has been assigned the responsibility of managing the intake of the JUS records inventory from the former MSP. The new MSP contact must provide JUS with status updates on the move, highlight any issues that occur, and be available to JUS for problem resolution as required.
- Establish protocols to securely transfer records inventory data between JUS's former MSP inventory system to the new MSP's inventory system. JUS must test and approve these protocols in order to allow the transfer phase to commence following contract award.
- Receive, accession and store the JUS records inventory transferred from the former MSP in its regional warehouse facilities. Note: The actual Quantity of boxes/ cubic feet of holdings identified may vary by +/- 25% at time of contract start.
- Review the physical inventory of JUS boxes received from the former MSP against an inventory listing that JUS will provide to the new MSP in order to confirm that the transfer of the JUS inventory is complete. If any parts of the JUS inventory are not identified during the physical review, the new MSP must flag these to JUS so that JUS may work with the former MSP to identify any missing inventory.
- Provide urgent retrieval services to JUS for records that are in the process of transfer in order to ensure uninterrupted services to JUS employees.
- Provide training sessions and materials to JUS records staff one month prior to the initial move in order to ensure that JUS staff are able to use the MSP inventory system and be fully operational by the time that the inventory transfer is complete.

4.2 On-Going Storage and Records Management Services

The On-Going Storage and Records Management Services phase refers to the day-to-day operational services that the MSP will provide to JUS after the Initial Move and start-up phase has been completed.

On-Going Storage and Records Management Services includes the following tasks:

4.2.1 Functional requirements

4.2.1.1 Storage

Storage is the physical act of safekeeping records held by the MSP in a safe and secure warehouse environment on behalf of the Department of Justice Canada.

Warehouse Storage Facilities must:

- Receive, record and store documents/ records material, such as, but not limited to correspondences, memoranda, books, plans, maps, drawings, diagrams, pictorial/ graphic works, photographs, films, microfilms, sound recordings, videotaps, machine readable records and any other documentary material regardless of physical form of characteristics.
- Be above grade and be completely free of leaks or other openings and include a climate controlled fire resistant vault, for all geographical regions, for storage of electronic records, designed to protect against corruption, contamination and exposure.
- The vault must be capable of maintaining a temperature of 18 degrees Celsius (+/- 2C) and 40% relative humidity (+/- 5%). The vault must further be capable of maintaining a low particulate contaminant environment. The climate control specifications above only apply to the vault and not to the general records storage area.
- Be monitored 24 hours a day, seven days a week for fire, floods and unauthorized entry;
- Be constructed of fire resistant materials and the information holdings storage area should be windowless to provide for a more efficient climate controlled and secure environment, as well as protect from possible storm damage, man-made or natural disaster;
- Be protected by smoke detectors according to local fire codes and have appropriate fire extinguisher equipment positioned throughout the facility that is well marked as to their locations, a sprinkler system and an intrusion alarm system, all monitored by the MSP's own security resources or a security service company twenty four (24) hours a day, seven (7) days a week;
- Allow for all information holdings regardless of medium to be stored on clean fire resistant shelving units, properly braced and at least three (3) inches off the floor and all shelving must meet local seismic and fire code regulations for use in a document or media storage facility;
- Operate with a Bar Code System able to identify the location of all information holdings;
- Have the Receiving and Shipping dock(s) adjacent to the Records Warehouse capable of accommodating vehicles up to and including semi-trailers.
- Provide local personnel from the Records Warehouse Facilities to be available to answer Identified User's enquiries for pick-up, delivery and destruction requirements during normal working hours of 8am – 5pm Monday to Friday inclusive in all of the time zones in which services are to be provided, except provincial statutory holidays for each storage location.

4.2.1.2 Accession

An accession is a procedure by which the MSP acquires or takes physical custody of, or otherwise takes responsibility of a new item. This includes the documentation of the transfer, including the carton barcode registration, into the MSP's Information Management Control System (IMCS), in order to locate the item in the future when requested by the JUS. Within the context of this document, the term accession does not refer to items for which the MSP has taken physical custody and responsibility during the Initial Move and Start-up Phase.

The Minimum Metadata requirements must include the following tombstone data:

- Locating/ finding aids and data
- Bar code, unique identifier data
- Ownership data
- Description(s)
- Dates

The MSP will receive pre-indexed, carton-level records to be accessioned to the MSPs custody and tracked in its IT System Portal.

The MSP must confirm that boxes received are packaged and identified according to the requirements as defined by JUS. Items incorrectly sent to the MSP must be returned to JUS as part of a rejection process.

The Media requiring access to storage include the following:

- Container(s)
- File(s)
- Media item(s)

The Metadata requirements may include the following as directed by JUS:

- Accession Number
- Amended Date
- Client
- Creation Date
- Cost Centre (owner)
- Cost Centre (bill to)
- Container Number
- Container Bar code
- Location Description
- Container Type
- Container size
- Essential Record
- Security Level
- Container Group Category
- Received Date
- Record Date Range
- Record Description
- Disposition Planned Date
- Client Disposition Decision
- Archivist Disposition Decision
- Disposition Approved Date
- Actual Disposition Date
- Disposition Method
- Estimated Usage
- Media Type
- Physical placement to storage location

4.2.1.3 Retrieval & Delivery

Retrieval & delivery is the service of physically locating an item from storage and packaging or preparing it for delivery to an authorized client (a Department of Justice Canada employee). Retrievals are requested by JUS to MSP on the basis of internal client requests and are subject to service level agreements as detailed below. Retrieval requests are distinct from Pick-up requests (see below an explanation of pick-up requests and related SLAs).

Retrieval & delivery services are required for the retrieval from storage of the following items:

- Container(s)
 - File(s)
 - Document(s)
- The MSP must update the department of Justice Canada's information in their IT System Portal, to reflect the service requisition processing status and update record metadata requirements.
 - If a record(s) cannot be found in the expected location, the MSP must follow an agreed upon search process and reporting of inability to produce JUS record(s). The expected search process should follow this procedural outline:

- i. When searching for a file inside a box, MSP should search for the file number or title, which ever is given, on the side or front file labels.
 - ii. If file is not found, MSP should report back to us via email referencing the order number of the original file request. The failed request should also be logged in the MSP database, visible to us.
- The MSP must identify and sort all retrievals requests according to JUS delivery destinations in order to efficiently transport records to JUS clients.
 - The MSP will be expected to provide retrieval & delivery services in accordance with the standards outlined in Table 1: Retrieval & Delivery Service Level Agreement (SLA) for items stored within warehouses that are within a 90 KM radius of the JUS delivery destinations.

Note: All proposed storage facilities must reside within the geographical boundaries of Canada.

- The MSP must monitor the performance levels of the retrieval & delivery services provided to the Department of Justice Canada and produce a report on service level results at the request of JUS.

Table 1 : Retrieval & Delivery Service Level Agreement (SLA)		
Service Type	Request Cut Off Time	Guaranteed Delivery
Standard	3:30pm	5:00pm next business day
Half-day	11:00am	5:00pm same day
Rush	4:00pm	12:00 noon next business day

4.2.1.4 Scan on Demand

Scan on demand is the service of creating a digital image of a physical item in storage with the MSP on a one off basis. Because the scanning of the physical item will not result in the disposal of the physical item, scan on demand is considered to be an alternative delivery option to the retrieval of physical files. This service is not applicable in scenarios where a large scale digitization project is planned.

Scan on demand services are required for the alternative retrieval from storage of the following items:

- File(s)
 - Document(s)
 - Microfilm/fiche(s)
- The MSP must prepare the physical items for scanning by removing any bindings, clips, or staples and ensure that the condition of the item is maintained throughout the scanning process.
 - Once scanned, the MSP must conduct quality assurance to ensure that the scanned items have been fully and accurately captured.
 - The scanned document must be stored on a network secured for up to Protected B information and be securely transmitted to JUS using a secure transfer protocol or encrypted email.

4.2.1.5 Refile

A refile service occurs when an item, file, or container is returned to the MSP storage facility following a retrieval request by JUS.

4.2.1.6 Interfile

An interfile service occurs when a new file or document is sent by JUS to storage and inserted into an existing carton or file.

4.2.1.7 Pick-up

Pick-up is a service where items are picked up at JUS by the MSP for transport to an MSP warehouse for storage.

- The MSP must pick up containers from JUS for new and/or returning containers within a maximum of three (3) business days from the time of entry request into the MSP web portal.

4.2.1.8 Transportation & Handling

The MSP must provide transportation, equipment, and personnel for the pickup / delivery and destruction requests.

The MSP must provide shipment administration services to prepare requested records for transportation.

The MSP will supply all necessary envelopes and packaging material for the packaging of documents associated to a retrieval and delivery (?) request at no additional cost to JUS.

The MSP, in preparation for transportation, must prepare and package records as per the agreed upon procedures and service levels (transportation preparation services are subject to change), including:

- Shrink-wrapping or strapping;
- Use of pallet and lift machine.

The MSP must ensure all shipments prepared by the MSP are packaged using procedures and materials that have the following characteristics:

- Durable;
- Waterproof;
- Tamperproof;
- Non-transparent;
- Secure.

All packaging material must be labelled for destination and be easily identifiable throughout the transportation process.

The MSP, in consultation with JUS, must aggregate and consolidate shipments by Department of Justice delivery destination in order to efficiently transport records to Department of Justice users and minimize transportation costs.

4.2.1.9 Proof of Delivery and Chain of Custody Tracking

The MSP must use a JUS approved process for Proof-of-Delivery (POD) for any shipment.

The MSP must ensure that Proof-of-Delivery requests are available through web-based shipping tools, or through a live customer service representative.

The MSP must, when supplying transportation, provide auditable chain of custody tracking and reporting for each pickup and delivery request.

The MSP must provide a detailed Chain of Custody tracking of all service activities.

The MSP must provide an audit room on site at each of the warehouse(s) for the use by the JUS to examine the requested information available for their inspection. The room must be equivalent to the MSP's standard office environment and equipped with one work table and two chairs and of sufficient size to accommodate two individuals.

4.2.1.10 Delocation during ongoing usage

De-location (permanent withdrawal) is the one-time action and services performed to remove records from the MSP's custody.

The MSP must update their IT Systems Portal to reflect delocation.

De-location includes the following tasks:

- Provide JUS with the name and contact information of a primary point of contact from the MSP who has been assigned the responsibility of managing the de-location of the JUS records from the MSP. The MSP contact must provide JUS with status updates on the move, highlight any issues that occur, and be available to JUS for problem resolution as required.
- Permanent withdrawal of the identified JUS physical records holdings within the MSP's warehouse(s).
- Secure transportation of the identified JUS physical records holdings within the MSP's warehouse(s) to JUS.

4.2.1.11 Archival Destruction

Archival destruction is the service provided by the MSP of securely destroying cartons and their paper based contents upon authorization by JUS for cartons that are in storage with the MSP. Archival Destruction does not include the services defined under Offsite Shredding in this document.

- Certified Secure Destruction is the act of destroying a record using a shredder, disintegrator, or similar mechanism that renders a record unidentifiable and the issuance of a written certification attesting to the destruction of specific records.
- The MSP must provide all vehicle(s), equipment, and personnel for the pickup/ delivery involved in secure destruction services.
- The MSP must provide secure destruction services for paper, microforms, and electronic media that meets the secure destruction requirements of the Department Justice Canada.
- The MSP must have in place a media recycling and disposal program to ensure end-of-life material is managed in a secure and environmentally sound manner consistent with the principles of sustainable development.
- The MSP must provide a Certificate of Destruction and update the MSP's IT System Portal to reflect the permanent withdrawal and certified destruction. The Certificate of Destruction will identify material destroyed, the date of destruction, and the signature of the Identified User who witnessed destruction.
- The MSP must provide a closed loop destruction service (an unbroken chain of custody from storage to certified confidential destruction).
- The MSP must ensure that all destruction is done within Canada.

4.2.1.12 Offsite Shredding

Offsite shredding refers to materials destruction performed at a secure facility. This service includes collection and transport of JUS paper-based materials for secure destruction via shredding.

4.2.1.13 Onsite Shredding

Onsite shredding refers to materials destruction performed at or near a JUS office location using a mobile shredding unit. This service includes collection and secure destruction of JUS paper-based materials via shredding.

4.2.1.14 Re-boxing

Cartons identified by the MSP as not having sufficient structural integrity, or damaged beyond reasonable repair are to be relabeled, and contents transferred in the same order to a new carton.

The MSP must update the IT System Portal to indicate the new carton barcode, reference as a cross reference to the original barcode and to update and assign reporting of the finding aid data. The MSP must notify JUS of such changes.

4.2.1.15 Supplies

Unique Identifier Labels:

- The MSP must supply at the request of JUS unique numbered carton, file and document-level identification labels using barcode in order to support lifecycle activities for purchase.

Storage Cartons:

- The MSP must supply at the request of JUS various standard sized storage cartons for purchase. Required carton dimensions include, but are not limited to:
 - Legal/Letter: A carton designed to store both legal and letter sized materials. Cartons are approximately 10"x12"x15" (one piece, carton lid included and attached).
 - Other: Large document cartons. For example: blueprints, architectural plans.

4.2.2 Non-functional requirements

4.2.2.1 Portal Interface

The MSP must have a comprehensive IT System Portal that is available 24/7 in both official languages. The system must deliver the following:

- Comprehensive inventory management of holdings;
- Provide ongoing data related to the tracking, location, audit and final disposition of hardcopy records, electronic and other media;

- Accurate retrieval requests and on-time delivery;
- Immediate update/ changes to authorized users list;
- Set up/ establish new user organizations and shipping locations;
- Initiate and review online invoice inquiries;
- Order tracking, notification and confirmation of orders;
- Real time, inventory of the Department of Justice Canada's information holdings;
- On-line pick-up storage requests and delivery services in receipt of Government of Canada owned recorded information holdings.

4.2.2.2 Reporting

The IT System Portal must be capable of providing real-time ad-hoc reports on all aspects of the client department inventory holdings and service activity. The reports must be capable of drill down to the carton/file/item level description or any other metadata element.

Required reports may include but not be limited to the following:

- Information Storage and Retrieval Work in the identified warehouse or vault
- Shredding / Destruction Work by location
- Inventory
- Billing
- Ad-hoc or user defined reports
- Disposition Eligibility

The MSP must have the capability to analyze information, issue management reports and recommendations to meet the Government of Canada's record keeping and business objectives. Report details and delivery need to be available at an individual "cost centre" level. The system may be described as an Inventory Control/Inventory Management Asset tracking system. This system must have Bar Coding capability that is web-enabled, capable of providing reports and form customization in both official languages.

4.2.2.3 Billing

The MSP must ensure all billing codes and service definitions are available for review by the Department of Justice in various report formats.

The MSP's billing must have the ability to provide comprehensive aggregation of financial costs reflective of the Department of Justice's organizational structure. Reporting billing features will include:

- The ability to create separate invoices for selected or all Department of Justice Canada defined organizational billing units;
- The ability to bill storage and services;
- The ability to bill for storage only;
- The ability to bill for services only by Department of Justice Canada defined organizational billing units;
- The MSP's billing must support multiple storage billing criteria, including:
 - Cubic foot;
 - Box/Box letter-legal;
 - Box/Box voucher;
 - Linear feet;
 - File.

The MSP must provide invoicing for services, storage billing and detailed transactional reports on a monthly basis.

The MSP must provide detailed customizable client billing reports.

4.3 Termination and De-location

The Termination and De-location refers to the phase when the contract for offsite physical records storage and management services has come to the end. Option to extend the contract is subject to Article 4.2 Term of Contract / Option to Extend the Contract. If option is not exercised, de-location at the expiry of the contract is the one-time action and services performed to remove records from the MSP's custody to return to JUS or to transfer into the custody of a different MSP.

The MSP must update their IT Systems Portal to reflect delocation.

Termination and De-location includes the following tasks:

- Provide JUS with the name and contact information of a primary point of contact from the MSP who has been assigned the responsibility of managing the de-location of the JUS records inventory from the MSP. The MSP contact must provide JUS with status updates on the move, highlight any issues that occur, and be available to JUS for problem resolution as required.

- Providing a complete listing of JUS records inventory in storage with the MSP at the time that the contract is terminated.
- Secure transfer of JUS records inventory data to the new MSP's inventory system.
- Permanent withdrawal of all JUS physical records holdings within the MSP's warehouse(s).
- Secure transportation of all JUS physical records holdings within the MSP's warehouse(s) to the new MSP's warehouse(s).
- The MSP must possess as a minimum capability, the ability to accurately remove from storage, update inventory, palletize and shrink wrap the inventory material for transportation in quantities of 500 containers daily per warehouse location.

5.0 Limitations and Constraints

If in the event that information holdings, regardless of medium in which the information is recorded are damaged as a result of a man made or natural disaster, the MSP will notify the Project / Technical Authority within twelve hours of the occurrence of the disaster.

The MSP must notify the Project / Technical Authority of any proposed change in any of the warehouse locations at least one hundred and twenty (120) days in advance of any proposed changes unless otherwise agreed to by both Parties.

In the case of any changes in locations of the warehouses, the MSP must demonstrate that the new site location will meet all of the conditions established in the Contract for the facility before any of the holdings will be moved to the new locations. In such cases, the MSP must assume all transportation and relocation costs.

Any change in warehouse location must be approved by the Project / Technical Authority.

All deliverables and services rendered under the Contract are subject to inspection by the Project / Technical Authority or a designated representative of the Department of Justice. The Project / Technical Authority reserves the right to reject or require correction to any work not carried out to the satisfaction of the Department of Justice or work not meeting the standards outlined in the Statement of Work (SOW).

The Department of Justice reserves the right to inspect the Records Storage and Destruction Facility(s) at anytime during the life of the Contract. The Department of Justice must be satisfied that the Contractor follows good warehousing and records management practices.

6.0 Geographic Requirements

MSP must ensure that all Department of Justice records (including back-up tapes and all other formats) will only be processed, stored, maintained and destroyed by the MSP within Canadian borders.

The MSP must ensure that all information technology (including databases, data input, servers, processing, storage, accessing, and all electronic back-ups) will be processed and housed within Canada at Protected B level.

7.0 Technical Requirements

The MSP must maintain an unclassified transactional record of each retrieval service request. All protected information from the client request must be deleted following completion of the service.

The MSP must retain the following details of the transaction in their IT System Portal: Item transaction code, requestor name, requestor email, delivery address, work location, activity type, record barcode number and the date of request. All other information must be deleted from the MSP's servers following completion of the service.

9.0 Official Languages

The MSP must ensure that all services and communications, written or verbal, are provided in both official languages.

The MSP must ensure all on-line, web based customer accessed systems must be offered in both official languages of Canada. This includes all customer services using any web-based, telephone or call-centre customer service interfaces.

The table below indicates the languages and the minimum language proficiency with which the Contractor's resources must perform the Work:

Language :	<input checked="" type="checkbox"/> English <input checked="" type="checkbox"/> French
Language Proficiency Grid:	
Oral	<input checked="" type="checkbox"/> Advanced Level A person speaking at this level can: <ul style="list-style-type: none"> • support opinions • understand and express hypothetical and conditional ideas
Comprehension	<input checked="" type="checkbox"/> Advanced Level A person reading at this level can: <ul style="list-style-type: none"> • understand most complex details, inferences and fine points of meaning • have a good comprehension of specialized or less familiar material
Written	<input checked="" type="checkbox"/> Advanced Level A person writing at this level can: <ul style="list-style-type: none"> • write texts where ideas are developed and presented in a coherent manner

10.0 Accessibility

Printed labels on packages shipped to the Department of Justice Canada must be clearly visible in large printed text. The Contractors portal to manage boxes being stored and destructed must be easily accessible to Department of Justice Canada employees, it must include accessibility features to assist with the visually impaired. If it is determined that a feature within the system is not accessible the Contractor must communicate with the Project / Technical authority, to come up with a potential solution to the accessibility need.

11.0 Environmental Considerations

As of April 2006, the Government of Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. The environmental impact assessment of a product and/or service considers the whole life cycle of the product and/or service. Therefore, the Department of Justice Canada encourages product/service Contractors to improve their operations to reduce their negative impact on the environment.

11.1 Environmental Properties Behaviour Recommended

11.1.1 Shipping and Packaging

The Contractor is encouraged to:

- Reduce packaging volume and weight for any goods shipped to JUS
- Use reusable shipping materials, including reusable plastic, crates and corrugated boxes.

ATTACHMENT 1 TO ANNEX A – KEY TERMS AND DEFINITIONS

TERM	DEFINITION
MSP	Managed Services Provider
Storage	Storage is the physical act of safekeeping records held by the MSP in a safe and secure environment on behalf of the Department of Justice Canada
Accession	A carton accession is a procedure by which the MSP acquires or takes physical custody of, or otherwise takes responsibility of, a carton. This includes the documentation of the transfer, including the carton barcode registration, into the MSP's Information Management Control System (IMCS), in order to locate the carton in the future when requested by the Department of Justice
Retrieval	Records Retrieval is the service of physically locating a record from storage and packaging or preparing it for delivery to an authorized client (a Department of Justice Canada employee).
Refile	A Carton, File or Item previously retrieved by a customer that is returned to active storage at the MSP's facility.
Interfile	A new File or document that is sent to storage and inserted into an existing Carton or File.
Transportation	The act of physically moving records from one facility to the next, this includes but is not limited to: <ul style="list-style-type: none"> - Preparation of records as required to facilitate the transportation process - The loading of records onto the transportation conveyance - Conveying the records to the delivery location and the unloading of same records
Storage Cartons	The MSP must provide various standard sized storage cartons at the request of the Department of Justice. Required carton dimensions include, but are not limited to: Legal/Letter: A carton designed to store both legal and letter sized materials. Cartons are approximately 10"x12"x15" (one piece, carton lid included and attached). Other: Large document cartons. For example: blueprints, architectural plans
Certified Secure Destruction	Certified Secure Destruction is the act of destroying a record using a shredder, disintegrator, or similar mechanism that renders a record unidentifiable and the issuance of a written certification attesting to the destruction of specific records
Delocation	Delocation is the one-time action and services performed to remove records from the MSP's custody in preparation for the records' final disposition
Final Disposition	Actions performed to permanently remove from storage records or containers of records from inventory
Reboxing	The MSP must repackage damaged cartons in appropriate and similar sized cartons. Cartons identified by the MSP as not having sufficient structural integrity, or damaged beyond reasonable repair are to be relabeled, and contents transferred in the same order to a new carton.
Relidding	When the MSP replaces the lid (top) of a carton when the condition of the lid will not support other Cartons in a standard storage configuration, when the security of the information inside the Carton is no longer intact due to the damage or construction of the lid, or when the Carton is not safe for transport or handling. Re-lidding charge includes both the price of the replacement lid and Labor, at a rate per carton, to carry out the re-lidding service. Re-lid charge will show on your invoice as a "Relid" plus the charge for a new lid
Digitization	Digitization, also known as scanning, is an alternate document delivery service
Audit Room	JUS - The MSP must provide an audit room on site at each of the warehouse(s) for the use by the JUS to examine the requested information available for their inspection. The room must be equivalent to the MSP's standard office environment and equipped with one work table and two chairs and of sufficient size to accommodate two individuals PSPC - An audit room on site at each of the warehouse(s) for the use by Identified Users to examine the requested information available for their inspection. The room must be equivalent to the Offeror's standard office environment and equipped with one work table and two chairs and of sufficient size to accommodate two individuals

ANNEX B - BASIS OF PAYMENT

PLEASE REFER TO SEPARATE ATTACHMENT TITLED "ANNEX B – BASIS OF PAYMENT"

ANNEX C - SECURITY REQUIREMENTS CHECK LIST

COMMON-PS-SRCL#9



Contract Number / Numéro du contrat 1000031051
Security Classification / Classification de sécurité UNCLASSIFIED

**SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED



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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui

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

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

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

- | | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET- SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |

Special comments:

Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

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

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

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui

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Government of Canada / Gouvernement du Canada

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

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

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

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / 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 indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



ANNEX E - INSURANCE REQUIREMENTS

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The 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. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - l. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - m. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
 - n. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
 - o. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - p. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt. For the province of Quebec, send to:

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

For other provinces and territories, send to:
Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower Ottawa,
Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada



does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

Automobile Liability Insurance

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
 - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits - all jurisdictional statutes
 - c. Uninsured Motorist Protection
 - d. Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of cancellation or any changes to the insurance policy.