

SHARED SERVICES CANADA

Request for Proposal for Warehouse, Distribution and Shipping Services

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Issuing Office	Shared Services Canada Ottawa, Ontario K1P 0B5	
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comments about this document)	Email Address	Krys.Pikula@ssc-spc.gc.ca
	Postal Address	
Closing Date and Time	June 22, 2024 at 14:0	0
Time Zone	Eastern Daylight Time (EDT)	
Destination of Goods/Services		
Email Address for Bid Submission by the Closing Date	Krys.Pikula@ssc-spc.gc.ca	

SHARED SERVICES CANADA

Request for Proposals for Warehouse, Distribution and Shipping Services

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Request for Proposal for Warehouse, Distribution and Shipping Services

1. General Information

1.1 Overview

- a) **Nature of Requirement**: SSC has a requirement for warehousing in the National Capital Region (NCR) and distribution and shipping services across Canada.
- b) **Potential Client Users**: This solicitation is being issued by SSC. It is intended that the contract(s) resulting from any subsequent solicitation will be used by SSC to provide shared services to one or more of its clients. SSC's clients include SSC itself, those government institutions that are mandated as clients and other organizations for which SSC's services are optional. This process will not preclude SSC from using another method of supply for any of its clients with the same or similar needs, unless a subsequent solicitation for this Project expressly indicates otherwise.
- c) **Number of Contracts**: SSC is currently contemplating the award of 1 contract.
- d) **Term of Contract(s)**: SSC is currently contemplating a contract period of 3 years, plus 2 option periods of one year each.

1.2 Applicable Trade Agreements

The following trade agreements apply to this procurement process:

Trade Agreements	Yes/No
Agreement on Internal Trade	Yes
North American Free Trade Agreement	Yes
World Trade Organization Agreement on Government Procurement	Yes
Canada-Chile Free Trade Agreement	Yes
Canada-Columbia Free Trade Agreement	Yes
Canada-Peru Free Trade Agreement	Yes
Canada-Panama Free Trade Agreement	Yes
Canada-Honduras Free Trade Agreement	Yes

2. Instructions for Bidders

2.1 Standard Instructions, Clauses and Conditions

- All instructions, clauses and conditions identified in this document or any of its attachments by number, date and title are either:
 - set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada; or
 - ii) included as attachments.

These documents are incorporated by reference and they form part of this document as though they were expressly set out here in full.

- b) Section 01 only of Public Services and Procurement Canada's 2003 Standard Instructions -Goods or Services - Competitive Requirements (bearing the most recent date before the date this solicitation was issued) is incorporated by reference into and forms part of this solicitation.
- c) SSC's Standard Instructions for Procurement Documents No. 1.4 ("SSC's Standard Instructions") are incorporated by reference into and form part of the solicitation. If there is a conflict between the provisions of SSC's Standard Instructions and this document, this document prevails.
- d) With respect to SSC's Standard Instructions:
 - i) With respect to bid validity (see Section 1.8 Bids
 - ii) of SSC's Standard Instructions, instead of expiring after 60 days, bids will remain valid for 120 days.
- e) By submitting a bid, as set out in the Bid Submission Form, the bidder is confirming that it agrees to be bound by all the instructions, clauses and conditions of the solicitation, including those incorporated by reference.

2.2 Security Clearance Requirement

A Respondent is required to have met the security requirements at the time of contract award. Security requirements will be a requirement throughout the period of contract.

2.3 Procure to Pay (P2P)

SSC uses the "P2P" (Procure to Pay) tool. Bidders must register in the SSC P2P portal in order to:

- a) be awarded contracts and receive contract amendments; and
- b) submit invoices and receive payment status updates.

To register, please go to https://sscp2pspc.ssc-spc.gc.ca and click "Register Now". Bidders intending to submit a bid are also encouraged to send an e-mail notification to the Contracting Authority indicating their intention to submit a bid.

3. Preparing and Submitting a Response to this Solicitation

3.1 General Instructions

SSC's Standard Instructions 1.4 include instructions with respect to bids, which apply in addition to those described in this document.

a) https://buyandsell.gc.ca/cds/public/2021/09/08/2b4973383ca8f420c141e5841a0ed765/ssc_s tandard instructions for procurement documents 1.4.pdf

3.2 Submission of Responses

- a) Respondents must submit their responses by the date and time of bid closing to the email address provided on page 1 of the RFP identified as the "Email Address for Response Submission".
- b) All submission documents must be viewable with the Microsoft Office Suite of applications. Canada requests that bidders follow these format guidelines:
 - i) use 8.5 x 11 inch paper;
 - ii) use a numbering system that corresponds to the ITQ;
 - iii) include a title page at the front of each section of the bid that includes the title, date, ITQ number, bidder's name and address and contact information of its representative; and
 - iv) include a table of contents.
- c) Signature of Bid: Canada requires that each submission be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be signed in accordance with the Subsection above entitled "Joint Venture Bidders" as per the Standard Instructions. If the bid is not signed at the time it is submitted, the Bidder must sign the bid if requested by the Contracting Authority.
- d) Canada's Policy on Green Procurement: In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process. Please see PWGSC's Policy on Green Procurement (http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html), which SSC has also adopted (please verify). To assist Canada in reaching its objectives, Canada requests that bidders use paper containing fibre certified as originating from a sustainably-managed forest and/or containing a minimum of 30% recycled content
- e) **Language**: Documents and supporting information may be submitted in either or both Canadian Official Language, English or French.
- f) **Property of Canada**: All submissions whether received on time or not will become the property of Canada and will not be returned. All bids will be treated as confidential, subject to the provisions of the *Access to Information Act*, the *Privacy Act* and any other applicable laws.
- g) **Submissions Must Be Complete**: Unless otherwise specified in the solicitation, Canada will evaluate only the documentation provided with the bid. Canada will not evaluate information such as references to website addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.

- h) Respondents may submit their responses in multiple emails, but all emails must arrive before the bid closing date and time to be evaluated as part of the response. The maximum email size that can be received by SSC is 10 MB. Respondents should ensure that they submit their response in multiple emails if their attachments will cause the email to exceed that size.
- i) The time at which the response is received by SSC will be determined by the "Sent Time" indicated in the email received by SSC at the Email Address for Response Submission.
- j) If the Respondent is experiencing difficulties transmitting the email, the Respondent should contact SSC immediately.
- k) The respondent is encouraged to utilize a delivery and read receipt application to ensure their submission has been accepted by SSC. Respondents who have tried to submit a response, but have not received an email notification acknowledging receipt should contact the Contracting Authority so that they can determine whether or not the response arrived.
- Canada will not be responsible for any technical problems experienced by the Respondent in submitting its response, unless Canada's systems are responsible for a delay in delivering the email to the SSC Email Address for Response Submission. Should a government system problem occur known to the contracting authority, the submission deadline will be extended.
- m) In the case of emergency, SSC has the discretion to accept a hand delivered (in person by a representative of the Respondent or by courier) of a CD that includes the entire response. The hand delivered response must be received by the closing date and time..

3.3 Response Requirements: Technical Response

A complete response consists of all of the following:

- a) Response Submission Form: Bidders are requested to include the Submission Form with their bids. It provides a common form in which Bidders can provide information required for evaluation, such as a contact name, the Bidder's Procurement Business Number, the language for future communications with Canada about this procurement process, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information requested by the Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.
- b) Substantiation of Technical Compliance Form: The technical response must substantiate the compliance of the Bidder and its proposed solution specific articles of the Statement of Work identified in the Substantiation of Technical Compliance Form, which is the requested format for providing the substantiation. The Substantiation of Technical Compliance Form is not required to address any parts of this bid solicitation not referenced in the form. The substantiation must not simply be a repetition of the text of the form, but must clearly explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be declared non-compliant and disqualified. The substantiation may refer to additional documentation submitted with the bid. This information can be referenced in the "Reference" column of the Substantiation of Technical Compliance Form, where bidders are requested to indicate where substantiation can be located in the bid the reference material The reference must include the title of the document, and the page and paragraph numbers for the reference. Canada may request clarification that the Bidder direct Canada to the appropriate location in the documentation.

3.4 Bid Requirements: Additional Information for Bid

a) Certifications:

i) By submitting a response, the Bidder is automatically providing the following certifications set out in SSC's Standard Instructions in the section entitled "**Deemed Certifications from Each Bidder**":

Equipment and Software is "Off-the-Shelf"	Not Required
System is "Off-the-Shelf"	Not Required
Bidder's Proposed Resources will be available	Not Required
Bidder has Verified Information about its Proposed Resources	Not Required
Resources who are not employees of the Bidder	Not Required

ii) The Bidder is also required to provide the following certifications described in SSC's Standard Instructions. Although all these certifications are requested at solicitation closing, if Canada determines that any certification is missing, incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.

Federal Contractors Program for	Required – please provide the
Employment Equity Certification	information in the Bid Submission Form
Former Public Servants Certification	Required – please provide the
	information in the Bid Submission Form
OEM Certification Form	Not Required
Software Publisher Certification Form	Not Required
Software Publisher Authorization Form	Not Required
Regulatory Certifications set in Regulatory	Required – please provide the
Forms A, B, C and D of SSC's Standard	information using the certification forms
Instructions	provided in SSC's Standard Instructions
Canadian Content Certification	Not Required
Set-Aside for Aboriginal Business	Not Required

b) Insurance Requirements

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

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

3.5 Financial Response

a) **Pricing**: Bidders must submit their financial bid in accordance with the Pricing Tables provided as Annex B. Unless otherwise indicated in the Pricing Tables, providing a price for every pricing cell is a mandatory requirement of this solicitation.

4. Evaluation Process

4.1 General Evaluation Procedures

- General evaluation procedures that apply to this solicitation are described in SSC's Standard Instructions.
- b) A bid must comply with all the requirements of the solicitation and meet all mandatory evaluation criteria to be declared compliant.
- c) An evaluation team composed of representatives of Canada will evaluate the bids. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.

4.2 Technical Evaluation

a. Mandatory Requirements

- i. The Bidder¹ must meet all mandatory requirements stated in this document by providing a clear substantiation with the support of documentation, wherever deemed necessary by the Bidder to substantiate its explanation or requested by Canada, that demonstrate the compliance of each mandatory requirement.
- ii. Each mandatory requirement must be addressed separately.
- iii. Repeating the mandatory requirement, or simply stating that it complies with the mandatory requirement, will not be considered a satisfactory explanation and will not be evaluated as part of the substantiation.
- iv. The Bidder will be assessed and evaluated by Canada on whether the provided substantiation and documentations meets all mandatory requirements.
- v. Bids that don't meet all mandatory requirements will be declared non-compliant.

b. Documentation

- The Bidder must clearly indicate within each mandatory requirement substantiation the relevant page number(s) and section(s) of referenced document(s).
- ii. The name(s) and file(s) extension(s) of the provided and referenced document(s) must exactly match.
- iii. The provided document(s) must be in a Word (i.e., ".doc" and ".docx"), Excel (i.e., ".xls" and ".xlsx"), Visio (i.e., ".vsd" and ".vsdx"), PDF (i.e., ".pdf") and/or image (i.e., ".png", ".jpeg", ".jpg" and ".gif") formats. It is the responsibility of the Bidder to ensure that provided document(s) are readable and viewable with compatible software (e.g., Word, Excel, Adobe Reader, Microsoft Edge, Google Chrome). If Canada is unable to

¹ "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.

- read and/or view the content of the provided document(s), it will not be considered and evaluated as part of the substantiation.
- iv. If a document is referenced in a substantiation but has not been provided by the Bidder during the allowed timeframe to do so, it cannot be considered and evaluated as part of the substantiation. It is the responsibility of the Bidder to ensure that all documents referenced in its substantiation has been provided during the allowed timeframe to do so.

c. Pricing Schedule

- i. For bid evaluation and Contractor selection purposes only, the evaluated price of a bid will be determined (in accordance with the Pricing Schedule) by averaging the sum of the initial contract period rates and optional contract period rates, in each pricing category.
- ii. A weight out of 100 will be assigned to each pricing category to inform bidders which pricing categories will hold more weight in determining the evaluated price.
- iii. All rates entered are all inclusive and must be in accordance with the basis of payment.

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

d. Terms and Definitions

Term	Definition
GC-owned	In the context of this MEC, Government of Canada owned (GC-owned) means a piece of equipment that is under the purview of SSC which can be used within and for various SSC partners (i.e., other GC departments and agencies).
Pallet	In the context of this MEC, a pallet (or also known as a skid) is a flat structure made of wood, plastic, composite, or metal, on which freight is secured for shipping.
Tagging or Tag	In the context of this MEC, tagging or tag is the action of taking a sticker with a unique SSC code bar and an alphanumeric code and sticking it onto a GC-owned asset.
Warehouse Management System (WMS)	Software that manage and control daily warehouse operations, from the moment goods and materials enter a distribution or fulfillment center until the moment they leave.
Application Programming Interface (API)	A set of related functions or named entry points into software used by programmers to allow software applications to issue specific calls to communicate with an operating system. Source: https://www.btb.termiumplus.gc.ca/

Quantity Reserved	In the context of this MEC, Quantity Reserved is the quantity that is set aside for various reasons, usually for the purpose of shipping out the equipment from the warehouse.
Transmission	This is the port used by Internet Protocol (IP) networks for secure web
Control Protocol	communications.
(TCP) 443	



2. Mandatory Requirements

Mandatory ID	Category	Requirement	Bidder Substantiation
M1	Capacity	The proposed warehousing solution must be able to collectively store and manage a minimum of 3000 pallets worth of GC-owned assets ranging from up to 64, 96 and 128 cubic feet each at any time.	
M2	Facility	The Bidder must own or lease a minimum of two warehouses anywhere in Canada.	
M3	Geographical Diversification	The Bidder must be able to geographically diversify the location of stored GC-owned assets across its warehouses to which each proposed warehouse, must be able to store up to 50% of the capacity requirement identified in M1.	
M7	Environment Control	Proposed warehouses must have environment control systems to regulate the following environmental factors: • Relative Humidity (RH), noncondensing; and • Temperature. Those environmental control systems must be able to always maintain the following ranges of environmental factors:	

Mandatory ID	Category	Requirement	Bidder Substantiation
M8	Warehouse Management System (WMS)	 Relative Humidity (RH), noncondensing, from 5% to 95%; and Temperature between 15°C to 30°C (i.e., 59°F to 86°F). The Bidder must have a single centralized and computerized WMS, used by all proposed warehouses, that tracks inventory records in order to accurately represent what is being stored in the Bidder's warehouses. The WMS must be able to track the following, at a minimum, for every inventory record, regardless of warehouse location: Unique Identifier; Historical information; Date of reception; Pallet number; Serial number; Serial number; SC asset tag number; SC order and/or contract number; Quantity available; Quantity reserved; and Total quantity. 	
M9	Warehouse Management System (WMS)	The Bidder's WMS must provide the following functions and features: • Complete records of stored SSC-owned assets must be available at all time;	

Mandatory ID	Category	Requirement	Bidder Substantiation
		 Policy-based access (i.e., username and password, group membership, permissions); Generate and export record reports in spreadsheet format (i.e., ".csv" or ".xlsx"); Web portal accessible via TCP 443 to query and generate reports of GC-owned assets; 	
M10	Systems Integration	The Bidders WMS system must have the ability to integrate via API.	
M11	Warehouse Management System (WMS)	The Bidder's WMS database must be stored in and consumed from a secure server or servers, backed up on a regular basis and backups retained for a period of10 years starting when the contract is signed.	
M12	Transition	The Bidder must have the capacity and capability to transition up to 2500 pallets of GC-owned asset from the current SSC warehouse location to its proposed warehouses within 6 months of the contract start date.	
M13	Experience	The Bidder must have operated, on a continual basis, a warehousing service for a minimum period of 3 years.	
M14	Experience	The Bidder must have stored and managed, on a continual basis, 3000 or more pallets for a minimum period of 3 years.	

3. Pricing Schedule

Pricing Category	Initial Contract Period Rates (A)	Optional Contract Period(s) Rates (B)	Averaged Rates (C) = (A+B)/2
STORAGE (based on standard sized pallet of 40" x 48")	\$ per pallet, per month	\$ per pallet, month	C1
RESERVED STORAGE (based on standard sized pallet of 40" x 48")	\$ per pallet, per month	\$ per pallet, month	C2
RECEIVING (includes tagging and scanning)	\$ per 15 minute increments	\$ per 15 minute increments	СЗ
PUTAWAY	\$ per pallet	\$ per pallet	C4
RETRIEVAL	\$ per pallet	\$ per pallet	C5
LOCAL SHIPPING	\$ per 15 minute increments	\$ per 15 minute increments	C6
LABOR (Approved in advance. Excludes Receiving, Putaway, Retrieval, and Local Shipping Services)	\$ per 15 minute increments	\$ per 15 minute increments	С7
OVERTIME LABOR (Approved in advance. Excludes Receiving, Putaway, Retrieval, and Local Shipping services)	\$ per 15 minute increments	\$ per 15 minute increments	C8
THIRD PARTY SHIPPING	at cost plus% markup (10% max)	at cost plus% markup (10% max)	C9
THIRD PARTY SERVICES (excluding third party shipping)	at cost plus% markup (10% max)	at cost plus% markup (10% max)	C10
Total Evaluated Price = C1+C2+C3+C4+C5+C6+C7+C8+C9+C10			



4.3 Basis of Recommendation for Award of Resulting Contract

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

BID SUBMISSION FORM

SSC Solicitation No. [Insert No.] Bid Submission Form				
Bidder's full legal name [Note to Suppliers: Suppliers should take care to identify the correct corporation as the Bidder.]				
	Name			
,	Title			
	Address Telephone #			
	Fax #			
	Email			
Bidder's Procurement Business Number (PBN) [see SSC's Standard Instructions. Please make sure that your PBN matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]				
	Is the Bidder a Former Public Servant in receipt of Yes			
	a pension as defined in SSC's Standard Instructions? If yes, provide the information			
Please see the Section of SSC's Standard Instructions entitled r "Former Public Servants" for more information.	required by the Section in SSC's Standard No Instructions entitled "Former Public Servant"			
	Is the Bidder a Former Public Servant who received a lump sum payment under the terms of Yes			
, , , , , , , , , , , , , , , , , , , ,	the work force adjustment directive? If yes ,			
r	provide the information required by the			
	Section in SSC's Standard Instructions entitled No			
	"Former Public Servant" The Bidder certifies having no work force in			
	Canada			
"Federal Contractors Program for Employment Equity" for	The Bidder certifies being a public sector employer			
Please check one of the boxes or provide the required	The Bidder certifies being a federally regulated employer subject to the <i>Employment Equity Act</i>			
information. If you are submitting a bid as a joint venture,	The Bidder certifies having a combined work force			
	in Canada of less than 100 permanent full-time, part-time and temporary employees.			
	The Bidder has a combined workforce in Canada			
	of 100 or more permanent full-time, part-time and			
	temporary employees.			
	Valid and current Certificate number			
	The Bidder certifies having submitted the			
	Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour.			
Requested language for future communications regarding this procurement process – please indicate either French or English	(LABT 100) to TRODC-LABOUT.			
Requested Canadian province or territory for applicable laws				
Measures and document safeguarding security level	Street Address with Unit/Apartment, if applicable			
	City			
If you are submitting a bid as a joint venture, please provide —	Province/Territory/State			
F	Postal Code/Zip Code			
	Country			
Security Clearance Level of Bidder	Clearance Level			
	Date Granted			

[Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not	Issuing Entity (PWGSC, RCMP, etc.)				
valid for the Bidder.]					
	Legal name of entity to				
If you are submitting a bid as a joint venture, please provide	which clearance issued				
this information for each member of the joint venture.					
On behalf of the Bidder, by signing below, I confirm that I have read the entire solicitation, including the documents incorporated by					
reference into the solicitation, and I certify and agree that:					
1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the solicitation;					
2. All the information provided in the bid is complete, true and accurate; and					
3. The Bidder agrees to be bound by all the terms and conditions of this solicitation, including the documents incorporated by					
reference into it.		,			
Signature of Authorized Representative of Bidder					
·					

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications and Additional Information Required with the Bid

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the <u>Integrity Provisions of the Standard Instructions</u>, 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.

5.1.2 Additional Certifications Required with the Bid

The Bidder must provide with its bid the required additional certifications included in Attachment 1 to Part 5, Additional Certifications Required with the Bid.

5.2 Certifications and Information Required Precedent to Contract Award

The required certifications and additional information below should be submitted with the bid but may be submitted afterwards. If the required certifications and additional information are not submitted with the bid, the Contracting Authority will inform the Bidder of a time frame within which they must be submitted by the Bidder. Failure to provide the required certifications and additional information within the time frame specified will render the bid non-responsive.

5.2.1 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid List" available at the bottom of the page of the 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 Federal Contractors Program for Employment Equity certification before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority before contract award with a completed Federal

Contractors Program for Employment Equity certification for each member of the Joint Venture. Attachment 1 to Part 5, Additionnal Certifications Precedent to Contract Award, includes a copy of the certification to provide.

5.2.2 Additional Certifications Required Precedent to Contract Award

The required additional certifications to provide are included in Attachment 1 to Part 5, Additional Certifications Required Precedent to Contract Award .

ATTACHMENT 1 TO PART 5, ADDITIONAL CERTIFICATIONS REQUIRED PRECEDENT TO CONTRACT AWARD

1. Federal Contractors Program For Employment Equity - Certification

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 the Employment and Social Development Canada (ESDC) - Labour's website (https://www.canada.ca/en/employmentsocial-development/programs/employment-equity/federal-contractor-program.html). Instructions to the Bidder:(YYYY/MM/DD) If left blank, the date will be deemed to be the bid solicitation closing date. Instructions to the Bidder: Complete both A and B. A. Instructions to the Bidder: 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. The Bidder certifies being a federally regulated employer being subject to the Employment () A3. Equity Act. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-() A4. time and / or permanent part-time employees. The Bidder certifies having a combined workforce in Canada of 100 or more permanent full-() A5. time and/or permanent part-time employees. () 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 <u>Agreement to Implement Employment Equity</u> (<u>LAB1168</u>) 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. Instruc	tions to the Bidder: Check only one o	f the following:
() B1.	The Bidder is not a Joint Venture.	
or		
() B2.	the Standard Instructions. If the Bide	uctions to the Bidder: Refer to the Joint Venture section of der is a Joint Venture, it must provide the Contracting a completed Federal Contractors Program for each member of the Joint Venture.
Name of	Supplier's Authorized Signatory	Signature of Supplier's Authorized Signatory
Date:		

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirement

- 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;
- the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
- c. the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- 6.1.2 For additional information on security requirements, Bidders should refer to the <u>Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.

PART 7 - RESULTING CONTRACT CLAUSES

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

- a. ______ (the Contractor) agrees to supply to the Client the services described in the Contract, including the Statement of Work, in accordance with and at the prices set out in the Contract. This includes providing professional services, as and when requested by Canada, to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.
- b. Client(s): Under the Contract, the "Client" is Shared Services Canada ("SSC"), an organization with a mandate to provide shared services. This Contract will be used by SSC to provide shared services to its clients, which include SSC itself, those government institutions for whom SSC's services are mandatory at any point during the Contract period, and those other organizations for whom SSC's services are optional at any point during the Contract period and that choose to use those services from time to time. SSC may choose to use this Contract for some or all of its clients and may use alternative means to provide the same or similar services.
- c. Reorganization of Client: The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- d. **Defined Term**: Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Also, the following words and expressions have the following meaning:
 - i. Any reference to an Identified User is a reference to the Client.
 - ii. "deliverable" or "deliverables" includes all documentation outlined in this Contract
 - iii. "local office" of the Contractor means an office having at least one full time employee that is not a shared resource working at that location

7.1 STATEMENT OF WORK

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

7.2 TASK AUTHORIZATION ("TA")

- a. As and When Requested Task Authorizations: The Work or a portion of the Work to be performed under the Contract on an "as-and-when-requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract. The Contractor must not commence work until a validly issued TA has been issued by Canada and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor's own risk
- c. Form and Content of Task Authorization :

- i. The Technical Authority will provide the Contractor with a description of the task in a draft Task Authorization using the form specified in Appendix 3 to Annex A.
- ii. The draft Task Authorization will contain the details of the activities to be performed, and must contain the following information, if applicable:
 - A. a task number;
 - B. The date by which the Contractor's response must be received (which will appear in the draft Task Authorization, but not the issued Task Authorization);
 - C. the details of any financial coding to be used;
 - D. the type of training and the number of courses required;
 - E. the start and completion dates;
 - F. whether the work requires on-site activities and the location;
 - G. the language profile of the resources required;
 - H. the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and
 - I. any other constraints that might affect the completion of the task.
- d. Contractor's Response to Draft Task Authorization: The Contractor must respond within two (2) working days indicating they can meet the task, and provide the Technical Authority within five (5) working days of receiving the draft Task Authorization (or within any longer time period specified in the draft TA), the proposed total price for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the TA.

e. Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:

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

f. Periodic Usage Reports:

i. The Contractor must compile and maintain records on its provision of services to the federal government under validly issued TAs issued under the Contract. The Contractor must provide this data to Canada in accordance with the reporting requirements detailed below. If any required information is not available, the Contractor must indicate the reason. If services are not provided during a given period, the Contractor must still provide a "NIL" report. The Contractor must submit the periodic usage reports on a

quarterly basis to the Contracting Authority. From time to time, the Contracting Authority may also require an interim report during a reporting period.

- ii. The quarterly periods are defined as follows:
 - A. April 1 to June 30;
 - B. July 1 to September 30;
 - C. October 1 to December 31; and
 - D. January 1 to March 31.

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

- iii. Each report must contain the following information for each validly issued TA (as amended):
 - A. the Task Authorization number and the Task Authorization Revision number(s), if applicable;
 - B. a title or a brief description of the task;
 - C. the total estimated cost specified in the TA (applicable taxes extra);
 - D. the total amount (applicable taxes extra) expended to date;
 - E. the start and completion date; and
 - F. the active status, as applicable (e.g., indicate whether work is in progress or if Canada has cancelled or suspended the TA, etc.).
- iv. Each report must also contain the following cumulative information for all the validly issued TAs (as amended)
 - A. the amount (applicable taxes extra) specified in the contract (as last amended, if applicable) as Canada's total liability to the contractor for all validly issued TAs; and
 - B. the total amount, applicable taxes extra, expended to date against all validly issued TA's.
- g. Consolidation of TAs for Administrative Purposes: The Contract may be amended from time to time to reflect all validly issued Task Authorizations to date, to document the Work performed under those TAs for administrative purposes.
- h. Minimum Work Guarantee

In this clause, "Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract (excluding Applicable Taxes); and **"Minimum Contract Value**" means 1% of the Maximum Contract Value on the date the contract is first issued.

- i. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with sub-article (c), subject to sub-article (d). In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- ii. In the event that Canada does not request work in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work performed.
- iii. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract for default.

iv. for convenience as a result of any decision or recommendation of a tribunal or court that the contract be cancelled, re-tendered or awarded to another supplier; or for convenience within ten business days of Contract award.

j.Refusal of Task Authorizations:

The Contractor is not required to submit a quotation in response to every TA Form issued by Canada. However, in addition to Canada's other rights to terminate the Contract, Canada may immediately, and without further notice, terminate the Contract for default if during the Contract Period the Contractor in at least five instances has either not responded or has not submitted responsive quotations when issued a TA Form. A responsive quotation is one that is submitted within the time stated in the TA Form and meets all requirements of the TA Form issued, including quoting the required number of resources that meet the minimum experience and other requirements of the Categories dentified in the TA Form at pricing not exceeding the rates of Annex B.

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

2035 (2022-05-12), General Conditions - Higher Complexity - Services, apply to and form part of the Contract

7.3.3 Inspection and Acceptance

The Project 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.

7.3.4 Security Requirement:

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE No. P2P-82647

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of SECRET, with approved Document safeguarding at the level of SECRET, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).

- The Contractor/Offeror personnel requiring access to CLASSIFIED/PROTECTED information, assets or sensitive site(s) must EACH hold a valid personnel security screening at the level of SECRET, or RELIABILITY STATUS, as required, granted or approved by the CSP, PWGSC.
- The Contractor/Offeror personnel requiring access to CLASSIFIED/PROTECTED information, assets or sensitive site(s) must EACH hold a valid personnel security screening at the level of SECRET, granted or approved by the CSP, PWGSC.
- 4.. Processing of CLASSIFIED/PROTECTED information electronically at the Contractor/Offeror's site is NOT permitted under this Contract/Standing Offer.
- 5.. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
- 6. The Contractor/Offeror must comply with the provisions of the:
 - a) Security Requirements Check List and security guide (if applicable), attached at Annex ____;
 - b) Contract Security Manual (Latest Edition).

NOTE: There are multiple levels of personnel security screenings associated with this file. In this instance, a Security Classification Guide must be added to the SRCL clarifying these screenings. The Security Classification Guide is normally generated by the organization's project authority and/or security authority.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from contract award ending three (3) years later.

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (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 before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.4.3 Comprehensive Land Claims Agreements (CLCAs)

The Contract does not include deliveries of services within locations within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirements for deliveries of services within locations within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to CLCAs will have to form part of a separare contract

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Krys Pikula

Title: Procurement Officer
Department: Shared Services Canada

Telephone: 613-668-2207

Email: Krys.Pikula@ssc-spc.gc.ca

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

7.5.2 Project Authority

(Fill in at time of contract award)

Name:
Title:
Organization:
Address:
Telephone:
Facsimile:
E-mail address:

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

7.5.3 Contractor's Representative

(Fill in at time of contract award.)

name:
Title:
Organization:
Address:
Telephone:
Facsimile:
E-mail address:

7.6 PAYMENT

NI -----

7.6.1 Basis of Payment

The Basis of Payment for each task will be identified at the time of TA issuance.

7.6.2 Authorized TA

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment in Annex B to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are excluded and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

7.6.3 Limitation of Expenditure - Cumulative Total of all Task Authorizations

- Canada's total liability to the Contractor under the Contract for all authorized Task
 Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ ______.
 Customs duties are excluded and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- 3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.

4. 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.

7.6.4 Monthly Payments

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.
- **7.6.5 Competitive Award**: The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
- **7.6.6 Purpose of Estimates**: All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase services in these amounts. Any commitment to purchase specific amounts or values of services are described elsewhere in the Contract.

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

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

7.7 INVOICING INSTRUCTIONS

- (a) The Contractor must submit invoices electronically through the SSC P2P portal in accordance with the section entitled "Invoice Submission" of the General Conditions. Invoices cannot be submitted until all work identified in the invoice is completed. In the alternative, the Contractor may seek the consent of the Contracting Authority to submit invoices using an alternative method.
- (b) For Purchase Orders, the Contractor's invoice must indicate which line item(s) and the quantity for which it is invoicing.
- (c) If the Contractor submitted an advance shipping notice, the invoice should be linked to this advance shipping notice in the SSC P2P portal. The Contractor may link more than one advance shipping notice to the invoice. The invoice must match the total quantity and price of the advance shipping notices.

- (d) By submitting invoices, the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- (e) The Contractor must provide a digital copy of the invoice as an attachment through P2P.

7. 8 CERTIFICATION AND ADDITIONAL INFORMATION

7.8.1 Compliance

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

7.8.2 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 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#). The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.9 APPLICABLE LAWS

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

7.10 PRIORITY 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;
- (c) the general conditions 2035 (2022-05-12), General Conditions Higher Complexity Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;

- (g) Annex D ICT Accessibility Requirements;
- (h) the signed Task Authorizations (including all of its annexes, if any); and
- (i) the Contractor's bid dated _____.

7.11 FOREIGN NATIONALS (CANADIAN CONTRACTOR)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

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

SACC Manual clause A2001C (2006-06-15) Foreign Nationals (Foreign Contractor)

7.12 INSURANCE REQUIREMENTS

- (a) The Contractor must comply with the insurance requirements specified in this Article. 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.
- **(b)** 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.
- (c) The Contractor should 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. Coverage must be placed with an Insurer licensed to carry out business in Canada and the Certificate of Insurance must confirm that the insurance policy complying with the requirements is in force. If the Certificate of Insurance has not been completed and submitted as requested, the Contracting Authority will so inform the Contractor and provide the Contractor with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within the time period will constitute a default under the General Conditions. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.13 COMMERCIAL GENERAL LIABILITY INSURANCE

- (a) 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.
- (b) The Commercial General Liability policy must include the following:
 - i. 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.

- Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- iii. 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.
- iv. 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.
- v. 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.
- vi. 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.
- vii. Employees and, if applicable, Volunteers must be included as Additional Insured.
- viii. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- ix. 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.
- x. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- xi. 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.
- xii. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- xiii. Advertising Injury: While not limited to, the endorsement must include coverage for piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.

7.14 LIMITATION OF LIABILITY – INFORMATION MANAGEMENT/INFORMATION TECHNOLOGY

(a) This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

(b) First Party Liability:

- i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - A. any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
 - B. physical injury, including death.

- ii. The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
- iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.
- v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:
 - A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.

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

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

(c) Third Party Claims:

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

7.16 Warehouseman's Legal Liability Insurance

- 1. The Contractor must obtain Warehouseman's Legal Liability Insurance coverage on Government Property, and maintain it in force while under its care, custody or control for storage, in an amount of not less than \$2,000,000.00. The Government's Property must be insured on a Replacement Cost (new) basis.
- Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to Government Property to ensure that claims are properly made and paid.
- 3. The following endorsements must be included:
 - (a) Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - (b) Settlement of Claims: The insurance proceeds regarding any loss of or damage to Government Property must be payable to the appropriate party as directed by the Contracting Authority.
 - (c) Loss Payee: Canada as its interest may appear or it may direct.
 - (d) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by the Federal Government Department who issued the call up document and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

7.17 All Risk in Transit Insurance

- The Contractor must obtain on the Government's Property, and maintain in force throughout
 the duration of the Contract, All Risk Property in Transit insurance coverage for all applicable
 conveyances while under its care, custody or control, in an amount of not less than
 \$2,000,000.00 per shipment. The Government Property must be insured on Replacement Cost (new).
- 2. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
- 3. The All Risk Property in Transit insurance must include the following:
 - (a) Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority at least thirty (30) days written notice of any policy cancellation.
 - (b) Loss Payee: Canada as its interest appears or as it may direct.
 - (c) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by the Federal Government Department who issued the

call up document and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

7.18 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.

7.1	19	JOINT	VENT	URE (if ap	plicable)
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(a)		ontractor confirms that the name of the joint venture is and that it is comprised following members:
(b)	With r	espect to the relationship among the members of the joint venture Contractor, each member s, represents and warrants (as applicable) that:
	i.	has been appointed as the "representative member" of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
	ii.	by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
	iii.	all payments made by Canada to the representative member will act as a release by all the members.

- (c) All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.
- (d) All the members are jointly and severally or solidarily liable for the performance of the entire Contract.

- (e) The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- (f) The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

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

7.20PROFESSIONAL SERVICES - GENERAL

- (a) The Contractor must provide professional services on request as specified in this contract. All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, and language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.
- (b) If the Contractor fails to deliver any deliverable (excluding delivery of a specific individual) or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within ten working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.
- (c) In General Conditions 2035, the Section titled "Replacement of Specific Individuals" is deleted and the following applies instead:

Replacement of Specific Individuals

- If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
 - a. the name, qualifications and experience of a proposed replacement immediately available for Work; and
 - b. security information on the proposed replacement as specified by Canada, if applicable.

The replacement must have qualifications and experience that meet or exceed those obtained for the original resource.

- Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:
 - a. exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under Section titled "Default of the Contractor", or
 - b. assess the information provided under (c) (i) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in (ii) (A) above, or require another replacement in accordance with this subarticle (c).
- 3. Where an Excusable Delay applies, Canada may require (c) (ii) (B) above instead of terminating under the "Excusable Delay" Section. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates. The Contractor must not, in

any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

4. The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment

7.21SAFEGUARDING ELECTRONIC MEDIA

- (a) Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.
- (b) If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.

7.22REPRESENTATIONS AND WARRANTIES

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

7.23ACCESS TO CANADA'S PROPERTY AND FACILITIES

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

7.24 MATERIALS AND TOOLS

All materials and tools required in the performance of the work including office space, associated supplies, computing devices and telephony equipment are to be provided by the vendor unless otherwise agreed to by the designated technical authority

7.25. PROTECTION AND SECURITY OF DATA STORED IN DATABASED

- 1. The Contractor must ensure that all the databases containing any information related to the Work are located in Canada or, if the Contracting Authority has first consented in writing, in another country where:
- a. equivalent protections are given to personal information as in Canada under legislation such as the <u>Privacy Act</u>, R.S. 1985, c.P-21, and the <u>Personal Information Protection and Electronic Documents</u>
 Act, S.C. 2000, c.5, and under any applicable policies of the Government of Canada; and
- b. the laws do not allow the government of that country or any other entity or person to seek or obtain the right to view or copy any information relating to the Contract without first obtaining the Contracting Authority's written consent.
- 2. In connection with giving its consent to locating a database in another country, the Contracting Authority may, at its option, require the Contractor to provide a legal opinion (from a lawyer qualified in the foreign country) that the laws in that country meet the above requirements, or may require the Contractor to pay for Canada to obtain such a legal opinion. Canada has the right to reject any request to store Canada's data in a country other than Canada if there is any reason to be concerned about the security, privacy, or integrity of Canada's data. Canada may also require that any data sent or processed outside of Canada be encrypted with Canada-approved cryptography and that the private key required to decrypt the data be kept in Canada in accordance with key management and storage processes approved by Canada.
- 3. The Contractor must control access to all databases on which any data relating to the Contract is stored so that only individuals with the appropriate security clearance are able to access the database, either by using a password or other form of access control (such as biometric controls).
- 4. The Contractor must ensure that all databases on which any data relating to the Contract is stored are physically and logically independent (meaning there is no direct or indirect connection of any kind) from all other databases, unless those databases are located in Canada (or in an another country approved by the Contracting authority under subsection 1) and otherwise meet the requirements of this article.
- 5. The Contractor must ensure that all data relating to the Contract is processed only in Canada or in another country approved by the Contracting Authority under subsection 1.
- 6. The Contractor must ensure that all domestic network traffic (meaning traffic or transmissions initiated in one part of Canada to a destination or individual located in another part of Canada) is routed exclusively through Canada, unless the Contracting Authority has first consented in writing to an alternate route. The Contracting Authority will only consider requests to route domestic traffic through another country that meets the requirements of subsection 1.
- 7. Despite any section of the General Conditions relating to subcontracting, the Contractor must not subcontract (including to an affiliate) any function that involves providing a subcontractor with access to any data relating to the Contract unless the Contracting Authority first consents in writing.

STATEMENT OF WORK WAREHOUSE, DISTRIBUTION AND SHIPPING SERVICES

1. Background

Shared Services Canada (SSC) procures different quantities of various types of Information Technology (IT) equipment on a regular basis. SSC currently stores a large portion of its non-production IT assets at a central location in the NCR which is under contract until March 31, 2025. As a result, SSC must find a replacement warehousing solution that addresses evolving requirements over the next 10 years.

SSC is seeking warehousing, distribution and Canada-wide shipping services. It requires at least two warehouses to be physically located in Canada. For information purposes only, SSC estimates that it can have up to 3000 pallets (i.e., up to 64, 96 and 128 cubic feet each) worth of IT equipment at any time that would require pre-deployment storage. Approximately 95% of SSC's IT equipment is stored on pallets measuring 48 x 40 inches.

2. Objective

The primary objective is to acquire services from a Contractor to store, tag, distribute, and ship GC-owned IT equipment, and related goods, and to obtain dedicated warehouse spaces in Canada.

3. Scope of Work

The Contractor must carry out, to the satisfaction of SSC, on an "as and when requested" basis, the following tasks:

a. Storage, Distribution and Shipping Services

- i. The Contractor must provide, but not limited to, the following services:
 - Receive, inspect, tag, record, and store GC-owned assets, such as, but not limited to, IT equipment including workplace technology devices (WTD), power distribution units (PDU), uninterrupted power supplies (UPS), switches, routers, network and security appliances, mid-range and database servers, and telecommunications equipment;
 - 2. Perform physical inspections, verification, validation, and counts of GC-purchased assets and their shipping containers by correlating them to packing slips for every incoming shipment. A receiving report and packing slip reconciliation must be provided for every incoming shipment. Any physical damages on GC-purchased assets and/or their shipping containers, as well as missing or undelivered quantities, must be reported to SSC at the time of reception;

- Assemble, kit, consolidate, and package GC-owned assets in preparation for shipment. This includes dividing shipments into multiple other shipments;
- 4. Provide packaging, mailing and outbound shipping services. Third party shipping couriers with pickup service should be utilized whenever the Contractor is unable to ship goods themselves. If pickup is unavailable, the Contractor must deliver goods to the third party's nearest local distribution centre;
- Prepare GC-owned assets for shipment and include a packing slip on every pallet for all outbound deliveries. The packing slip must record shipment numbers, asset tags, model numbers, serial numbers, quantities and SSC purchase order information;
- 6. Upon SSC's request, provide special crating and/or packaging to be used for large and/or high value shipments;
- 7. Perform daily/ongoing inventory stocktaking of all GC-owned assets within the Contractor's proposed warehouses.
- 8. Maintain an up-to-date electronic inventory of GC-owned assets (including all information related to such assets) by utilizing a single Warehouse Management System (WMS) for all proposed warehouses/locations. The WMS must be accessible by SSC employees via a centralized web portal which provides real-time access to all recorded information about GC-owned assets and that can be exported in spreadsheet format (.csv or .xlsx). The inventory must be available to SSC employees at all times;
- 9. The Contractor's WMS must be able to directly integrate/interface with SSC's IT systems during the entire contract period by leveraging standard Application Programming Interfaces (APIs) or other similar/alternate integration methods. The Contractor would also be responsible for maintaining its WMS' integration through software releases and updates; and
- 10. The Contractor's WMS must be able to track the following, at a minimum, for every inventory record, regardless of warehouse location:
 - a. Unique identifier;
 - b. Historical information showing when items entered, were changed, and left the warehouse;
 - c. Date of reception;
 - d. Pallet number;
 - e. Model number;
 - f. Serial number;
 - g. SSC asset tag number;
 - h. SSC order and/or contract number;

- i. Quantity available;
- j. Quantity reserved; and
- k. Total quantity.

b. Asset Tagging

- i. When it comes to tagging GC-owned IT assets, the Contractor must:
 - Tag every IT asset for incoming shipments as per SSC Materiel
 Management (MM) instructions, procedures and policies. Physical asset
 tags are tracked and provided by MM and can be requested at any time
 by the Contractor in order to keep a sufficient number of asset tags on site to perform the necessary tagging of IT assets; and
 - Use special tools and equipment such as anti-static mats, grounding straps and approved Canadian Standards Association (CSA) Static-Dissipative (SD) footwear when directly handling and tagging GC-owned IT assets. SSC MM can provide instructions and training material as required.

c. Warehouse Services

- i. The Contractor must provide warehousing facilities and services in Canada:
 - 1. The following elements also form part of warehousing services:
 - a. GC-owned assets in warehouses must be stored in secure, climate-controlled storage spaces and readily accessible at all times to meet turnaround time detailed herein. A reserved and dedicated amount of storage space within the warehouses must be set-aside specifically for this requirement.
 - b. Warehouses must be humidity controlled and maintain relative humidity (RH), noncondensing, levels between five (5) to ninety-five (95) percent;
 - c. Warehouses must be temperature controlled and maintain a temperature between fifteen (15)°C to thirty (30)°C (i.e., 59°F to 86°F); and
 - d. The Contractor agrees to notify SSC contracting and technical authorities of any changes in warehouse(s) location(s), which includes the relocation of all stored GC-owned equipment, at least sixty (60) days in advance of any proposed change. Relocation of facilities must be approved, in advance, by the contracting and technical authorities. The new location must meet all requirements of the contract, including the work described in this SoW, as well as comply with all relevant safety regulation and standards.

d. Warehouse Equipment, Handling and Resources

- The Contractor must have the ability to correspond by e-mail and must be available for weekly touchpoints whenever requested and/or scheduled by SSC;
- ii. The Contractor must have trained resources at each warehouse, dedicated to serving SSC only, who will interface with SSC employees in order to undertake any of the services defined in this Statement of Work (SOW). A record of all training courses, including certifications, must be kept for every warehouse employee and provided to SSC upon request;
- iii. If at any time during the contract, the Contractor's resources are unable to provide services, the Contractor is to provide replacement resources who are of equal or better ability and attainment;
- iv. Given the fragile nature of IT equipment, pallets that have GC-owned assets on them must never be stacked on top of each other in order to avoid physical damages to the IT equipment. This applies to all storage, handling and shipping operation, at all times;

e. Warehouse Access and Communication

- i. Telephone communication with the Contractor's warehouses must always be available and functional during normal working hours;
- ii. Planned SSC employees' visits are to be done during normal working hours. After hours visits can be requested by SSC for emergencies. Any necessary charges in making GC-owned assets accessible for any reasons deemed necessary and justifiable by SSC, will be charged by the Contractor at the specified and agreed rates; and
- iii. Upon the Contractor's request, SSC will provide a list of authorized SSC employees to access warehouses and the web-based Contractor's WMS.

f. Service Level Commitments

- i. The following outlines Service-Level Commitments (SLC) in regards to common warehouse activities and inquiries. These SLC are included here for documentation and reference purposes. In the event that an SLC cannot be met, the Contractor must be prepared to provide a remediation plan or action plan to SSC:
 - The Contractor must respond to regular inquiries within four (4) hours, upon receipt, and respond to emergency inquiries within 2 hours, upon receipt;
 - GC-owned assets from each individual inbound shipment/delivery, upon arrival at the warehouse, must be processed and recorded in the inventory WMS within forty-eight (48) hours for GC-owned assets that don't require asset tagging and within ninety-six (96) hours for GCowned assets that require asset tagging. SSC expects that all relevant record information entered into the WMS reflects one hundred (100)

- percent of the information of the stored GC-owned assets, unless specifies otherwise by SSC;
- 3. Upon being notified, the Contractor must process outbound shipping requests for small amounts of GC-owned assets (i.e., up to five (5) pallets) within a twenty-four (24) hour period and within a forty-eight (48) hour period for larger orders (i.e., more than five (5) pallets); and
- 4. The Contractor must provide warehousing service and expenditure reports within forty-eight (48) hours, when requested by SSC. This is exclusive of the reporting requirements already specified under the "Deliverables" section of this SOW.

g. Hours of Work

- All work must be provided strictly in accordance with the hours of work condition specified herein. The work schedule may be subject to change in the event of unforeseen circumstances and as authorized by SSC;
- ii. The Contractor offered services described in this SOW and resulting contract must be available during SSC's core business hours of 0700 to 1700 within time zones where Contractor's warehouses are located.
- iii. The Contractor must be willing to work overtime as well as provide SSC employees off hours access to its warehouses in order to respond to operational pressures and emergencies. This includes before or after normal working hours, on weekends, and statutory holidays. SSC is responsible to provide advance notice to the Contractor for any overtime requirement or requests to access the Contractor's warehouses during off-hours which is further explained under the "Responsibilities of Shared Services Canada" section of this SOW.

h. Deliverables

i. The following outlines the deliverables and/or reporting requirements that the Contractor is expected to provide SSC on a regular basis. The Contractor must provide reports in spreadsheet format (i.e., .csv or .xlxs), at a minimum. Upon contract award, the Contractor is expected to propose an initial method for each deliverable that must be reviewed and accepted by SSC. In the event that a deliverable cannot be met, during the life of the contract, because of conflicting priorities or operational requirements, the Contractor must suggest an alternate method for review and acceptance by SSC that either meets or exceeds the initial deliverable:

Deliverable	Frequency
Provide a detailed warehouse plan, including storage aisles and equipment locations.	Upon request
	by SSC

Provide cur	rent Standard Operating Procedures (SOP) of warehousing activities.	Upon request by SSC
Hold meeti action prior	Twice a week	
Hold busine	ess review meetings to highlight trends, metrics, and statistics in regards to	
_	, inbound activities, and outbound activities of GC-owned inventory. The	Every 3
_	Il also be used to discuss and review issues related to risks and	months
	y management, incident management, and/or contracting issues.	
Report on F shows:	Key Performance Indicators (KPI) for inbound and outbound activities that	
•	Number of inbound orders actioned, which includes the following details, at a minimum, for every order:	
	 Order Processing Time (as per SLC); 	
	 SSC Purchase Order (PO) number/reference; 	
	 Total number of items entered in the Contractor's WMS; 	
	 Number of assets tagged; and 	
	 Number of pallets that items are stored on. 	
•	Weekly	
	 Order Processing Time (as per SLC); 	,
	 SSC Purchase Order (PO) number/reference; 	
	 SSC shipment order number/reference; 	
	 Total number of items shipped; 	
	 Number of asset-tagged items shipped; 	
	 Number of boxes and/or pallets shipped; 	
	 Shipping methods; 	
	 Shipping destinations; and 	
	o Shipping contacts.	
	inventory stocktaking reports that highlights any inventory discrepancies emediation actions.	Monthly
Provide inv schedule.	oicing reports detailing all charges, as per the contract's rates and pricing	Monthly

i. Responsibilities of Shared Services Canada

- i. SSC will be responsible for the following:
 - 1. Supply the Contractor with all the necessary documentation and materials for the receipt and tagging of GC-owned assets to be stored;
 - 2. Supply the Contractor with any relevant and accurate information and/or documentation that may be required for the onbound shipment

- of GC-owned assets to different consignees, such as consignee's name, shipping address, methods of transportation and deadlines; and
- 3. Inform the Contractor of any urgent and/or unique requirements which could result in the Contractor to:
 - a. Work overtime;
 - Allow SSC employees to access any of the Contractor's warehouse locations during off hours; or
 - c. Allow SSC staff to go on-site at any of the Contractor's warehouse locations in order to perform and/or assist the Contractor with certain activities such as, but not limited to:
 - i. Asset Tagging;
 - ii. Asset Disposals;
 - iii. Data Sanitization of IT Equipment;
 - iv. Pallet Consolidation; and/or
 - v. Stocktaking.
- 4. In the event of any such activity, SSC would discuss the specifics with the Contractor, in advance, in order to receive approval to proceed which would include a review of any conditions such as, but not limited to, equipment requirements, cost, safety, security, and/or liability.

4. Terms and Definitions

Term	Definition				
GC-owned	In the context of this SOW, Government of Canada owned (GC-owned) means				
	a piece of equipment that is under the purview of SSC which can be used				
	within and for various SSC partners (i.e., other GC departments and agencies).				
Pallet	In the context of this SOW, a pallet (or also known as a skid) is a flat structure				
	made of wood, plastic, composite, or metal, on which freight is secured for				
	shipping.				
Tagging or Tag	In the context of this SOW, tagging or tag is the action of taking a sticker with a				
	unique SSC code bar and an alphanumeric code and sticking it onto a GC-				
	owned asset.				
Application	A set of related functions or named entry points into software used by				
Programming	programmers to allow software applications to issue specific calls to				
Interface (API)	communicate with an operating system.				
interface (Arr)	Source: https://www.btb.termiumplus.gc.ca/				
Warehouse	Software that manage and control daily warehouse operations, from the				
Management	moment goods and materials enter a distribution or fulfillment center until the				
System (WMS)	moment they leave.				

	In the context of this SOW, Quantity Reserved is the quantity that is set aside
Quantity Reserved	for various reasons, usually for the purpose of shipping out the equipment
	from the warehouse.

APPENDIX 1 TO ANNEX A

TASKING ASSESSMENT PROCEDURE

- 1. Where a requirement for a specific task is identified, a draft Task Authorization Form (TA Form) as attached at Appendix 2 to Annex A will be provided to the Contractor. Once a draft TA Form is received, the Contractor must submit to the Technical Authority a quotation of rates to supply the requested Categories based on the information identified in the TA Form. The quotation must be signed and submitted to Canada within the time for response identified in the TA Form. The Contractor will be given a minimum of 48 hours turnaround time to submit a quotation.
- 2. Once the quotation has been accepted by the Technical Authority, a TA Form will be signed by Canada and provided to the Contractor for electronic signature. The TA Form must be appropriately signed by Canada prior to commencement of any work. The Contractor must not commence work until a validly issued TA Form (the Task Authorization) has been received, and any work performed in its absence is done at the Contractor's own risk.

APPENDIX 2 TO ANNEX A

TASK AUTHORIZATION INFORMATION /EXAMPLE

P2P Task Authorization (TA) form will be used to award TA (See example)

TASK AUTHORIZATION FORM -REQUIRED INFORMATION				
INFORMATION REQUIRED	RESPONSE			
Contract number:				
Task authorization number:				
Period of services: (start-end dates)				
Work location:				
Travel requirements: (yes or no)				
Language requirements:				
Other conditions/constraints:				
Level of security clearance required for the contractor' personnel (If applicable)				
Services Required (Fields	can be added, as required)			
A)				
Service/Resource category:				
Name of proposed resource(s) (if applicable)				
PSPC security file number(s): (if applicable)				
Rate:				
Units=Quantity/Days/hours etc:				
Total Cost A)=				
В)				
Service/Resource category:				
Name of proposed resource(s) (if applicable)				
PSPC security file number(s): (if applicable)				
Rate:				
Quantity/Days/hours etc				
Total Cost B)=				
Estimated cost (excluding taxes): (A+B)				
Taxes:				
Estimated travel cost				
Total estimated cost (including taxes):				

Task Authorization Example from P2P:

+	Shared Service Canada	s Services part Canada	agés					risations d	
ihip to - Expe	édier à								
Vendor:				own below at the price contract. Only goods in thract. That indiquée ci-desso: Yous devez fournir l' infication établie, et co ervices, ou les deux, i cludes security prov	s or on the or services sus est acces biens o informéme inclus dans isions. ences en	e pricing basis s, or both, include eptée selon u les services ent avec les au s le contrat ser matière de se	, ou les de utres condi ont fournis	d in accordance contract will ux, indiqués c tions stipulée:	e with the other be supplied in i-dessous selon s dans le contrat
sued Date ate de délivra	ince	Contract Start Date Date d'effet du contrat	Contract End Date Date de fin initiale du contrat		sition No semande		Nº de	Reference No. (c référence du clier act Number / Num	nt (facultatif)
mendment No	tion								Currency Devise
Amendment No. 4 Bern No. No de Description de Tarticle Description de Tarticle		Shipping Address Adresse de livraison		very Uate Date de vraison	UOW UDM	Quantité	Unit Price Prix unitaire (S)	Extended Phoe Prix calculé (\$)	
					9				

Page 1 of 2

Canadä

Task Authorization Autorisations des tâches P0000
A/P HST Applicable HST - CAON Total
tion, call - Pour renseignements supplémentaires, contacter lelephone No N° de téléphone
For the Minister Pour le Ministre

ANNEX B BASIS OF PAYMENT

Contract Period (3 years)

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

Pricing Category	Initial Contract Period Rates		
STORAGE	\$ per pallet, per month		
(based on standard sized pallet of 40" x 48")	5 per panet, per month		
RESERVED STORAGE	¢ nor nallet nor menth		
(based on standard sized pallet of 40" x 48")	\$ per pallet, per month		
RECEIVING (includes tagging and scanning)	\$ per 15 minute increments		
PUTAWAY	\$ per pallet		
RETRIEVAL	\$ per pallet		
LOCAL SHIPPING	\$ per 15 minute increments		
LABOR			
(Approved in advance. Excludes Receiving, Putaway, Retrieval,	\$ per 15 minute increments		
and Local Shipping Services)			
OVERTIME LABOR			
(Approved in advance. Excludes Receiving, Putaway, Retrieval,	\$ per 15 minute increments		
and Local Shipping services)			
THIRD PARTY SHIPPING	at cost plus% markup (10% max)		
THIRD PARTY SERVICES	at cost plus 0/ markup /100/ may)		
(excluding third party shipping)	at cost plus% markup (10% max)		

B- Option to Extend the Term of the Contract

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

B-1 Extended Contract Option Period 1 (1 year)

Pricing Category	Option Period Rates
STORAGE	\$ per pallet, per month
(based on standard sized pallet of 40" x 48")	5 per pallet, per month
RESERVED STORAGE	\$ per pallet, per month
(based on standard sized pallet of 40" x 48")	\$ per pallet, per month
RECEIVING (includes tagging and scanning)	\$ per 15 minute increments
PUTAWAY	\$ per pallet
RETRIEVAL	\$ per pallet
LOCAL SHIPPING	\$ per 15 minute increments
LABOR	\$ per 15 minute increments

Pricing Category	Option Period Rates
(Approved in advance. Excludes Receiving, Putaway, Retrieval,	
and Local Shipping Services)	
OVERTIME LABOR	
(Approved in advance. Excludes Receiving, Putaway, Retrieval,	\$ per 15 minute increments
and Local Shipping services)	
THIRD PARTY SHIPPING	at cost plus% markup (10% max)
THIRD PARTY SERVICES	at cost plus 0/ markup (100/ may)
(excluding third party shipping)	at cost plus% markup (10% max)

B-2 Extended Contract Option Period 2 (1year)

Pricing Category	Option Period Rates		
STORAGE	\$per pallet, per month		
(based on standard sized pallet of 40" x 48")	5 per paliet, per month		
RESERVED STORAGE	C normallat normanth		
(based on standard sized pallet of 40" x 48")	\$ per pallet, per month		
RECEIVING (includes tagging and scanning)	\$ per 15 minute increments		
PUTAWAY	\$ per pallet		
RETRIEVAL	\$ per pallet		
LOCAL SHIPPING	\$ per 15 minute increments		
LABOR			
(Approved in advance. Excludes Receiving, Putaway, Retrieval,	\$ per 15 minute increments		
and Local Shipping Services)			
OVERTIME LABOR			
(Approved in advance. Excludes Receiving, Putaway, Retrieval,	\$ per 15 minute increments		
and Local Shipping services)			
THIRD PARTY SHIPPING	at cost plus% markup (10% max)		
THIRD PARTY SERVICES	at cost plus% markup (10% max)		
(excluding third party shipping)	at cost plus/6 illarkup (10/6 illax)		

ANNEX C, SECURITY REQUIREMENTS CHECK LIST

Government Gouvernement du Canada

Contract Number / Numéro du contrat P2P 82647 Security Classification / Classification de sécurité Unclassified

L		ATION DES E			S À LA SÉCURITÉ (LVERS)			
PART A - CONTRACT INFORM	CHARLES SHOWING THE REAL PROPERTY.		N CONTRACT	UELLE				
Originating Government Department or Organization Ministère ou organisme gouvernemental d'origine					Branch or Directorate / Direction générale ou Direction			
Ministere ou organisme gouvernemental d'origine NSDS Shared Services Canada					11000	5		
3. a) Subcontract Number / Nu	ıméro du contrat de s	sous-traitance	3. b) Name a	nd Address	of Subcontractor / Nom et adresse d	u sous-traitant		
4. Brief Description of Work - Br	rève description du tr	ravail						
Create a DISO for a national	al coverage for war	ehousing and	storage contra	act for SSC	assets			
a) Will the supplier require a Le fournisseur aura-t-il ac	ccess to Controlled occes à des marchand	Goods? lises contrôlées?				No Yes Oui		
5. b) Will the supplier require a	occess to unclassified	d military technica	al data subject t	o the provis	sions of the Technical Data Control	No Yes		
Regulations? Le fournisseur aura-t-il ac Règlement sur le contrôle			ires non classifi	ées qui son	t assujetties aux dispositions du	Non Oui		
6. Indicate the type of access re	equired - Indiquer le	type d'accès req	uis					
 a) Will the supplier and its en Le fournisseur ainsi que le 	les employés auront-	ils accès à des n	TED and/or CL enseignements	ASSIFIED i ou à des bi	information or assets? ens PROTÉGÉS et/ou CLASSIFIÉS?	No Yes Oui		
(Specify the level of acce (Préciser le niveau d'accè	ss using the chart in	Question 7. c)						
Will the supplier and its en No access to PROTECTE	mployees (e.g. clean	ers, maintenanc	e personnel) rec	quire access	s to restricted access areas?	No Yes		
Le fournisseur et ses emp	ployés (p.ex. nettoye	urs, personnel d'	entretien) auror	nt-ils accès	à des zones d'accès restreintes? autorisé.	Non Oui		
6. c) Is this a commercial couri	ier or delivery require	ement with no ov	ernight storage	?	Ker	No Yes		
S'agit-il d'un contrat de m					uit? pe d'information auquel le fournisseur	Non Oui		
F	V Industrie suppli		O/OTAN	aiquer ie tys	Foreign / Étranger	D acces		
7. b) Release restrictions / Res			O/OIAN		Foreign / Etranger			
No release restrictions		All NATO count	ries F		No release restrictions			
Aucune restriction relative à la diffusion	_	Tous les pays d			Aucune restriction relative à la diffusion			
Not releasable	¬ I				a la all'adion			
À ne pas diffuser	_							
Restricted to: / Limité à :]	Restricted to: / I	_imité à ;		Restricted to: / Limité à :			
Specify country(ies): / Préciser	le(s) pays :	Specify country(ies): / Préciser le(s) pays : Specify country(ies):			Specify country(ies): / Préc	iser le(s) pays :		
7. c) Level of information / Nive	eau d'information							
PROTECTED A PROTEGÉ A		NATO UNCLAS NATO NON CL			PROTECTED A PROTÉGÉ A			
PROTECTED B PROTEGÉ B	a [NATO RESTRIC		тЕ	PROTECTED B PROTÉGÉ B			
PROTECTED C PROTÉGÉ C		NATO CONFID NATO CONFID	ENTIAL		PROTECTED C PROTEGÉ C			
CONFIDENTIAL CONFIDENTIAL		NATO SECRET			CONFIDENTIAL CONFIDENTIEL			
SECRET [뒮	COSMIC TOP S	SECRET	뒴	SECRET	司		
TOP SECRET	듺 ㅏ	COSMIC TRÈS	OEURE I		SECRET TOP SECRET	H		
TRÉS SECRET L TOP SECRET (SIGINT)	= 				TRÈS SECRET TOP SECRET (SIGINT)	님		
TRÈS SECRET (SIGINT)					TRÉS SECRET (SIGINT)			
		Security	Classification /		on de sécurité	Canada		
			Uncla	assified		i anada		

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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 PROTEGÉS et/ou CLASSIFIÉS? No 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 Ves Oui										
Short Title(s) of material / Titre(s) abrégé(s) du matériel :										
Document Number / Numéro du docume	ent:									
PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR) 10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis										
RELIABILITY STATUS COTE DE FIABILITÉ	CONFIDENTIAL CONFIDENTIAL CONFIDENTIAL	SECRET SECRET	TOP SECRET TRÈS SECRET							
TOP SECRET - SIGINT TRÈS SECRET - SIGINT	NATO CONFIDENTIAL NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET							
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.										
May unscreened personnel be used to Du personnel sans autorisation sécur	No Yes Oui									
If Yes, will unscreened personnel be Dans l'affirmative, le personnel en qu	No 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?	on of a orni oposor sur place ace it	onoughomonio de des bions i montrole	, 6000							
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 No Ye Ou										
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 matérial PROTÉGÉ et/ou CLASSIFIÉ?										
INFORMATION TECHNOLOGY (IT) MEDI	A / SUPPORT RELATIF À LA TE	CHNOLOGIE 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	PROTEGES et/ou CLASSIFIÉS?									
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 Ves Oui gouvernementale?										
	Security Classific	cation / Classification de sécurité								
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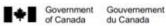
Security Classification / Classification de sécurité Unclassified

For users completing Dans le cas des utilis dans le tableau récap	ateur	s qui	remp	olissent le for	mulaire e	en ligne (par Internet	tomatically p), les répons	es aux q	uestions p	respo	edent	s to pi es so	revious quest nt automatiqu	ions. Jement s	aisies
Category Categorie		OTEC		CLASSIFIED CLASSIFIÉ		NATO			COMSEC							
A E	Α	В	С	Confidential		Top Secret	NATO Restricted	NATO Confidential	NATO Secret	COSMIC Top	Protected Protégé			Confidential	Secret	Top Secret
		Confidentiel	Très Secre	Très Secret	NATO Diffusion Restreinte	NATO Confidentiel	1000 J.C. T. P. S.	Secret COSMIC Très Secret	A	В	С	Confidentiel		Très Secret		
formation / Assets enseignements / Biens		V			~											
roduction																
Media upport TI																
Link ien électronique																
a) Is the description of La description of the If Yes, classify the Dans l'affirmative b) Will the document La documentation If Yes, classify the attachments (e.g.	is for e, cla attac asso is for	l visé rm by ssifie thed to ciée rm by	y anner le p do this à la p y ann with	la présente L' notating the i présent form s SRCL be Prorésente LVE notating the i Attachment	vers es top and nulaire e ROTECT RS sera- top and is).	bottom n indiqu ED and/ t-elle PF	in the area ant le niver for CLASSIF ROTÉGÉE e in the area	OTÉGÉ et/ou entitled "Se au de sécuri FIED? t/ou CLASSII	CLASS curity C té dans FIÉE? curity C	lassificati la case in	ititul	lée. and		ate with	No [Non [Non [□ ×

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PART D - AUTHORIZATION / PART	TIE D - AUTORISATIO	N			,	
 Organization Project Authority / C Name (print) - Nom (en lettres moulé 	ganisme Title - Titre		Signature	-		
Jean Lamoureux	Senior Adv	visor	Lamoureux, Jean Digitally signed by Lamoureux, Jean Date: 2021.01.14 13:48:30 -05			
Telephone no Nº de téléphone	Facsimile - Télécop	pieur	E-mail address - Adresse	courriel	Date	
(343) 999-1109		jean.lamoureux@ca	nada.ca	2021-01-14		
14. Organization Security Authority /	Responsable de la séc	curité de l'organi	isme			
Name (print) - Nom (en lettres moulé	Title - Titre		Signature			
Pascal Savard		Deputy Ch	nief Security Officer	Savard, Digital	y signed by Pascal	
T document of the control of the con		Dopan, or	nor occurry omcor	Dascal Date: 2	021.01.14 07 -05'00'	
Telephone no Nº de téléphone	Facsimile - Télécop	pieur	E-mail address - Adresse	Date		
(613) 697-2069			pascal.savard@cana	ada.ca		
 Are there additional instructions (Des instructions supplémentaires 	e.g. Security Guide, Se (p. ex. Guide de sécu	ecurity Classific rité, Guide de c	ation Guide) attached? lassification de la sécurité) s	ont-elles jointes?	No Yes	
16. Procurement Officer / Agent d'ap	provisionnement	26		112	2000 O OO	
Name (print) - Nom (en lettres moulé	es)	Title - Titre		11 6.2	Pikula, Krys 2022.09.13 I2:04:	
Telephone no Nº de téléphone	Facsimile - Télécop	oleur	E-mail address - Adresse	- I/V /)	36-04'00'	
	***	ère de sé	curité	T	, 	
Stephanie Tompkins		e - Titre		Tompkins	igitally signed	
Contract Security Officer				, /s	tephanie	
Stephanie.tompkins@tpgsc	-pwgsc.gc.ca		E-mail address - Adresse	Stephanie o	9:22:40 -05'00'	

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ANNEX D - ICT ACCESSIBILITY REQUIREMENTS

SSC's Role in Promoting Accessibility

The Accessible Canada Act is intended to enhance the full and equal participation of all persons, especially persons with disabilities, in society. This is to be achieved through the progressive realization, under federal jurisdiction, of a Canada without barriers, particularly by the identification, removal and prevention of barriers.

SSC has a role in implementing the Government of Canada's (GC) vision for a more accessible Canada because SSC provides the information technology infrastructure that supports the delivery of digital services to Canadians and GC employees. This means that SSC is engaged in the procurement of goods and services and in supporting the delivery of programs and services by other government departments, both of which are areas covered by the *Accessible Canada Act*. SSC's goal is for its information technology infrastructure to be more accessible to and more usable by the broadest range of government officials and Canadians who use it, including those with disabilities.

SSC is committed to providing leadership to procure accessible ICT goods and services and supporting the goal of inclusive by design, accessible by default.

As the intention is for this initiative to take place progressively, suppliers should anticipate that, over time, the accessibility requirements in Canada's procurement contracts will evolve and may become more comprehensive.