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# REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal to: Correctional Service Canada – Proposition à: Service Correctionnel du Canada

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

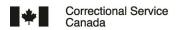
Nous offrons par la présente de vendre à Sa Majesté le Roi du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

# Comments — Commentaires :

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT. LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE RELATIVE À LA SÉCURITÉ.

Vendor/Firm Name and Address —	
Raison sociale et adresse du fournisseur	de l'entrepreneui
	_
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Telephone # — N° de Téléphone :	_
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GST # or SIN or Business # — $\mathrm{N^o}$ de TPS ou NAS ou $\mathrm{N^o}$ d'entreprise :	

7	Title: Secure storage of physical documents											
I	Solicitation No. — N°. de 'invitation 21120-23-4380752		Date: 2023-08-01									
	Client Reference No. — Nº. d 21120-23-4380752	le F	l déférence du Client									
5	Solicitation Closes — L'invitation prend fin											
ā	at /à : 2PM (EDT)											
C	on / le: August 16, 2023											
	F.O.B. — F.A.B. Plant – Usine: Destina	tion	: Other-Autre:									
,	Address Enquiries to — Sou	me	ttre toutes questions à:									
3	Stephanie.Gigoux@csc-scc.go	.ca										
	Γelephone No. − Nº de éléphone:	Fax	⟨ No. – N° de télécopieur:									
-	613-791-3860											
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1	Name / Nom		Title / Titre									
5	Signature		Date									
3	Sign and return cover page wi Signer et retourner la page de proposition)											



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# **PART 1 – GENERAL INFORMATION**

# 1.1 Security Requirements

- 1.1.1 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 6 Resulting Contract Clauses;
  - b) the Bidder must provide the addresses of the proposed sites or premises of work performance and document safeguarding as indicated in Part 3 Section IV Additional Information.
- 1.1.2 Before access to sensitive information is provided to the bidder, the following conditions must be met:
  - a) the Bidder's proposed individuals requiring access to sensitive information, assets or sensitive work sites must meet the security requirement as indicated in Part 6 Resulting Contract Clauses;
  - b) the Bidder's security capabilities must be met as indicated in Part 6 Resulting Contract Clauses.
- 1.1.3 For additional information on security requirements, Bidders should refer to the Contract Security Program (CSP) of Public Works and Government Services Canada website.

## 1.2 Statement of Work

The work to be performed is detailed under Annex A – Statement of Work of the resulting contract clauses.

# 1.3 Revision of Departmental Name

As this bid solicitation is issued by Correctional Service Canada (CSC), any reference to Public Works and Government Services Canada (PWGSC) or its Minister contained in full text or by reference in any term, condition or clause of this document, or any resulting contract, must be interpreted as a reference to CSC or its Minister.

## 1.4 Debriefings

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

## 1.5 Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$26,400 for goods and \$105,700 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at the Office of the Procurement Ombudsman email address, by telephone at 1-866-734-5169, or by web at the Office of the Procurement Ombudsman website. For more information on OPO's services or to determine if your concerns are within the Ombudsman's mandate, please see the Procurement Ombudsman Regulations or visit the OPO website.

## PART 2 - BIDDER INSTRUCTIONS

# 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada.

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

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

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

Delete: sixty (60) days Insert: ninety (90) days

## 2.2 Submission of Bids

Bidders must submit their bid only to Correctional Service of Canada (CSC) by the date, time and at the bid submission email address indicated on page 1 of the bid solicitation.

# Section 06 Late bids of 2003 Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: Section 06 in its entirety.

Insert: 06 Late bids:

For bids submitted by email, Canada will delete bids delivered after the stipulated solicitation closing date and time. Canada will keep records documenting receipt of late bids by email.

# Section 07 Delayed bids of 2003 Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: Section 07 in its entirety.

Insert: 07 Delayed bids:

Canada will not accept any delayed bids.

Transmission by email

# Section 08 Transmission by facsimile or by E-Post Connect of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: Section 08 in its entirety. Insert: 08 Transmission by email

- a) Unless specified otherwise in the solicitation, Bidders must submit their bid to the CSC bid submission email address indicated on page 1 of the bid solicitation document. This email address is the only acceptable email address for Bidders to submit their bid in response to this bid solicitation.
- b) Bidders may transmit their bid at any time prior to the solicitation closing date and time.
- c) Bidders should include the bid solicitation number in the subject field of their email.
- d) Canada will not be responsible for any failure attributable to the transmission or receipt of the bid by email including, but not limited to, the following:
  - i. Receipt of a garbled, corrupted or incomplete bid;
  - ii. Availability or condition of the email service;
  - iii. Incompatibility between the sending and receiving equipment;
  - iv. Delay in transmission or receipt of the bid;
  - v. Failure of the Bidder to properly identify the bid;

- vi. Illegibility of the bid;
- vii. Security of bid data;
- viii. Failure of the Bidder to send the bid to the correct email address:
- ix. Connectivity issues: or
- x. Email attachments that are blocked or not received even though the Bidder's email has been successfully delivered.
- e) CSC will send an acknowledgement of receipt of the Bidder's email by email from the email address provided for the submission of bids. This acknowledgement will confirm only the receipt of the Bidder's email and will not confirm if all of the Bidder's email attachments have been received, may be opened nor if their contents are readable. CSC will not respond to follow-up emails from Bidders requesting confirmation of attachments.
- f) Bidders must ensure they are using the correct email address for bid submission and should not rely on the accuracy of copying and pasting the email address from the solicitation document cover page.
- g) A bid transmitted by a Bidder to the CSC submission email address constitutes the Bidder's formal bid and must be submitted in accordance with section 05 of 2003, Standard Instructions – Goods or Services – Competitive Requirements.
- h) Bidders are to note that CSC's email system has a limit of 10 MB per single email message. CSC's email system will reject emails with the following attachments: batch files, executable files, and image files in the following formats: JPEG, GIF, TIFF. Canada will not accept encrypted emails or emails that include attachments with passwords.

# Section 09 Customs clearance of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is deleted in its entirety.

CSC recommends that bidders submit their response to the requirements of this solicitation in MS word or Excel format.

Bidders must ensure that any digital handwritten information included in their bid is clearly legible in order to allow CSC to complete the bid evaluation. CSC reserves the right, at its sole and entire discretion, to disregard any handwritten information which it determines to be illegible when assessing whether bids comply with all of the requirements of the bid solicitation including, if applicable, any and all evaluation criteria.

## 2.3 Former Public Servants

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

## **Definitions**

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

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

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

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

# Former Public Servant in Receipt of a Pension

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

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

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

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

# **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

# 2.4 Enquiries – Bid Solicitation

All enquiries must be submitted by email to the Contracting Authority no later than five (5) business days before the bid closing date. Enquiries received after that time may not be answered.

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

# 2.5 Applicable Laws

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

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

# PART 3 – BID PREPARATION INSTRUCTIONS

# 3.1 Bid Preparation Instructions

CSC requests that bidders provide their bid in separate sections as follows:

Section I: Technical Bid: one electronic copy in PDF format
Section II: Financial Bid: one electronic copy in PDF format
Section III: Certifications: one electronic copy in PDF format

Section IV: Additional Information: one electronic copy in PDF format

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

# Bidders should submit their technical bid and financial bid in two separate documents.

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, the <u>Policy on Green Procurement</u>. To assist Canada in reaching its objectives, bidders should:

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

## 3.2 Section I: Technical Bid

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

## 3.3 Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Grid detailed in Annex D – Financial Criteria. The total amount of applicable Taxes must be shown separately.

# 3.3.1 Exchange Rate Fluctuation

SACC Manual Clause C3011T (2013-11-06), Exchange Rate Fluctuation

## 3.4 Section III: Certifications

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

## 3.5 Section IV: Additional Information [For Bidder to provide]

# 3.5.1 Bidder's Proposed Site(s) or Premises Requiring Safeguarding Measures

a) As indicated in Part 1 under Security Requirements, the Bidder must provide the full addresses of the Bidder's and proposed individuals' sites or premises for which safeguarding measures are required for Work Performance:

Street Number / Street Name, Unit / Suite / Apartment Number City, Province, Territory / State
Postal Code / Zip Code
Country

b) The Company Security Officer (CSO) must ensure through the Contract Security Program (CSP) that the Contractor and individuals hold a valid security clearance at the required level, as indicated in Part 1, clause 1.1 Security Requirements.

# PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

**Selection Process**: The following selection process will be conducted:

- 4.1.1 A bid must comply with the requirements of the bid solicitation, meet all mandatory evaluation criteria and obtain the required pass marks for the point rated criteria identified in this bid solicitation to be declared responsive.
- 4.1.2 The responsive bid that obtains the highest Total Bidder Score will be recommended for award of a contract. For any given Bidder, the greatest possible Total Technical Score is 60 while the greatest possible Total Financial Score is 40.
- 4.1.3 Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- 4.1.4 An evaluation team composed of representatives of CSC will evaluate the bids, CSC 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.
- 4.1.5 In addition to any other time periods established in the bid solicitation:
- 4.1.5.1 **Requests for Clarifications**: If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
- 4.1.5.2 **Requests for Further Information**: If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003 (2022-03-29) Standard Instructions Goods or Services Competitive Requirements:
  - a) verify any or all information provided by the Bidder in its bid; or
  - b) contact any or all references supplied by the Bidder to verify and validate any information submitted by the Bidder,

the Bidder must provide the information requested by Canada within 2 working days of a request by the Contracting Authority.

- 4.1.5.3 **Extension of Time**: If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.
- 4.1.5.4 Bidders should note that all contract awards are subject to CSC's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to CSC's internal policies. If approval is not granted, no contract will be awarded. CSC reserves the right at it's sole discretion to choose not to award a contract as a result of this process.

## 4.1.6 Technical Evaluation

# 4.1.6.1 Mandatory Technical Criteria

Proposals will be evaluated to determine if they meet all mandatory requirements outlined in **Annex D – Evaluation Criteria**. Proposals not meeting all mandatory criteria will be declared non-responsive and will be given no further consideration.

### 4.1.6.2 Point Rated Technical Criteria

Proposals will be evaluated to determine their score with regards to the point rated criteria outlined in **Annex D – Evaluation Criteria**.

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

## Reference Checks: Reference Checks:

Whether or not to conduct reference checks is discretionary. However, if CSC chooses to conduct reference checks for any given rated or mandatory requirement, it will check the references for that requirement for all bidders who have not, at that point, been found non-responsive.

## 4.1.7 Financial Evaluation

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

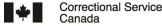
Proposals containing a financial bid other than the one requested at **Article 3.3. Section II: Financial Bid** of **PART 3 – BID PREPARATION INSTRUCTIONS** will be declared non-compliant.

**All Costs to be Included**: The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option periods. The identification of all necessary equipment, fuel, labour, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.

Note to Bidders: Table Totals will be calculated using the formula(s) in the relevant table in Annex D - Financial Evaluation

## 4.2 Basis of Selection

- 4.2.1 To be declared responsive, a bid must:
  - a) comply with all the requirements of the bid solicitation; and
  - b) meet all mandatory criteria; and
  - c) obtain the required minimum points specified for criteria numbers R1 and R2 for the technical evaluation, and
  - d) obtain the required minimum of 25 points overall for the technical evaluation criteria which are subject to point rating.
    - The rating is performed on a scale of 1420 points.
- 4.2.2 Bids not meeting (a) or (b) or (c) and (d) will be declared non-responsive.
- 4.2.3 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
- 4.2.4 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
- 4.2.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
- 4.2.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 4.2.7 Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.



The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

# Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

		Bidder 1	Bidder 2	Bidder 3
Overal	Technical Score	115/135	89/135	92/135
Bid E	Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00
	Technical Merit Score	115/135 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89
Calculations	Pricing Score	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00
Combined Rating		83.84	75.56	80.89
O	verall Rating	1st	3rd	2nd

#### 4.3 **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 specified in article 11 of PART 6 - RESULTING CONTRACT CLAUSES.

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.

## 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 Bidders' certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

# 5.1 Certifications Precedent to Contract Award and Additional Information

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

# 5.1.1 Integrity Provisions – Declaration of Convicted Offenses

- 5.1.1.1 Subject to subsection B, by submitting a bid in response to this bid solicitation, the Bidder certifies that:
  - a) it has read and understands the Ineligibility and Suspension Policy;
  - b) it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
  - c) it is aware that Canada may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension:
  - d) it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offenses in the Policy;
  - e) none of the domestic criminal offenses, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and proposed first tier subcontractors; and
  - f) it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
- 5.1.2 Where a Bidder is unable to provide any of the certifications required by subsection A, it must submit with its bid the completed <a href="Integrity Declaration Form">Integrity Declaration Form</a>. Bidders must submit this form to Correctional Service of Canada with their bid.

# 5.1.3 Integrity Provisions – Required documentation

- (a) List of names: all Bidders, regardless of their status under the Ineligibility and Suspension Policy, must submit the following information:
  - a) Bidders that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation:
  - b) Bidders bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
  - c) Bidders that are a partnership do not need to provide a list of names.

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During the evaluation of bids, the Bidder must, within 10 working days, inform the Contracting Authority in writing of any

# 5.1.4 Security Requirements – required documentation

changes affecting the list of names submitted with the bid.

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Correctional Service

In accordance with the requirements of the <u>Contract Security Program</u> of Public Works and Government Services Canada, the Bidder must provide a completed Contract Security Program Application for Registration (AFR) form to be given further consideration in the procurement process.

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

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

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the <a href="Employment and Social Development Canada (ESDC)">Employment Canada (ESDC)</a> — Labour's website.

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

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

The Bidder must provide the Contracting Authority with a completed annex titled <u>Federal Contractors Program</u> for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

## 5.1.6 Language Requirements - Bilingual

By submitting a bid, the Bidder certifies that, should it be awarded a contract as result of the bid solicitation, every individual proposed in its bid will be fluent in both official languages of Canada (French and English). The individual(s) proposed must be able to communicate orally and in writing in French and English without any assistance and with minimal errors.

# 5.1.7 Education and Experience

SACC Manual clause A3010T 2010-08-16 Education and Experience

# 5.1.8 Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

## PART 6 - RESULTING CONTRACT CLAUSES

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

# 6.1 Security Requirement

6.1.1 The following security requirements (SRCL and related clauses provided by PWGSC CSP) apply to and form part of the Contract.

# SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE No. 21120-23-4380752

- 6.1.1.1 The attached Security Requirements Check List (SRCL) identifies the security requirements for the destruction of PROTECTED information at the PROTECTED A and B levels using approved shredding equipment on the Contractor's premises.
- 6.1.1.2 The client department must ensure that **only PROTECTED material no higher than PROTECTED B level** is provided to the Contractor for destruction under any resulting Contract.
- 6.1.1.3 The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), and obtain approved Document Safeguarding at the level of PROTECTED B, issued or approved by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
- 6.1.1.4 The Contractor personnel performing the shredding services and/or requiring access to PROTECTED information, assets or sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
- 6.1.1.5 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
- 6.1.1.6 The Contractor must comply with the provisions of the:
  - a) Security Requirements Check List and security guided (if applicable), attached at Annex C.
  - b) Contract Security Manual (Latest Edition).

# 6.1.2 Contractor's Sites or Premises Requiring Safeguarding Measures / IT Authorization for Storage or Processing

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

Street Number / Street Name, Unit / Suite / Apartment Number City, Province, Territory /State
Postal Code / Zip Code
Country

6.1.2.2 The Company Security Officer (CSO) must ensure through the Contract Security Program (CSP) that the contractor and individuals hold a valid security clearance at the required level of document safeguarding capability.

### 6.2 Statement of Work

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

# 6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition</u> <u>Clauses and Conditions Manual</u> issued by Public Works and Government Services Canada.

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As this Contract is issued by Correctional Service Canada (CSC), any reference to Public Works and Government Services Canada (PWGSC) or its Minister contained in full text or by reference in any term, condition or clause of this document must be interpreted as a reference to CSC or its Minister.

## 6.3.1 General Conditions

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

# 6.3.2 Supplemental General Conditions

SACC Manual Clause 4008 (2008-12-12) Personal Information

SACC Manual Clause 4013 (2022-06-20) Compliance with On-Site Measures, Standing Orders, Policies, and Rules

### 6.4 Term of Contract

## 6.4.1 Period of the Contract

The period of the Contract is from date of Contract Award to \_\_\_\_\_ inclusive. [To be provided at contract award]

# 6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three additional one 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.

## 6.5 Authorities

# 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Stephanie Gigoux or delegate

Title: Procurement Officer

Correctional Service Canada

Branch/Directorate: Contracting and Materiel Services

Telephone: 613-791-3860

E-mail address: <a href="mailto:stephanie.gigoux@csc-scc.gc.ca">stephanie.gigoux@csc-scc.gc.ca</a>

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

# 6.5.2 Project Authority (to be inserted at contract award)

The Project Authority for the Contract is:

Name: Title:

Correctional Service Canada

Branch/Directorate:

Telephone:

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

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6.6.2

6.6.2.1

Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

# 6.5.3 Contractor's Representative (to be inserted at contract award)

The Authorized Contractor's Representative is:	
Name: Title: Company: Address: Telephone: Facsimile: E-mail address:	
Contractor's Project Manager (to be inserted at contract award)	
The Authorized Project Manager is:	
Name: Title: Company: Address: Telephone: Facsimile: E-mail address:	
Contractor's Customer Service Representative (to be inserted at contract award)	
The Authorized Customer Service Representative(s) is:	
Name: Title: Company: Address: Telephone: Facsimile: E-mail address: Hotline: Portal web address:	
Payment	
Basis of Payment	
The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of Payment in Annex B.	
Limitation of Expenditure	
Canada's total liability to the Contractor under the Contract must not exceed \$ (to be inserted at contract award). Customs duties are included, and Applicable Taxes are extra.	
No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design	n

changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a) when it is 75% committed, or
- b) four months before the contract expiry date, or
- c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- 6.6.2.2 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.

# 6.6.3 Monthly Payment

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

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

## 6.6.4 SACC Manual Clauses

- SACC Manual clause A9117C (2007-11-30), T1204 Direct Request by Customer Department
- SACC Manual clause C0710C (2007-11-30), Time and Contract Price Verification
- SACC Manual clause C0705C (2010-01-11), Discretionary Audit

# 6.6.5 Travel and Living Expenses

There are no travel and living expenses associated with the Contract.

# 6.6.6 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using the following Electronic Payment Instrument(s):

(a) Direct Deposit (Domestic and International).

## 6.7 Invoicing Instructions

- 6.7.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed. Each invoice must be supported by:
  - a) a copy of time sheets to support the time claimed, if applicable;
  - b) a copy of the release document and any other documents as specified in the Contract;
  - c) Costs separated by individual service types and storage types; and
  - d) Exact number of transactions and requests actioned.
- 6.7.2 Invoices must be distributed as follows:
  - a) The original digital copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
  - b) One digital copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

### 6.8 Certifications and Additional Information

# 6.8.1 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.

# 6.8.2 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 "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

# 6.9 Applicable Laws

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

# 6.10 Priority of Documents

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

- a) the Articles of Agreement;
- b) the Supplemental General Conditions
- c) the General Conditions 2010C (2022-12-01) General Conditions Services (Medium Complexity),
- d) Annex A, Statement of Work
- e) Annex B, Basis of Payment;
- f) Annex C, Security Requirements Check List
- g) the Contractor's bid dated \_\_\_\_\_ (to be inserted at contract award)

# 6.11 Insurance - Specific Requirements

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

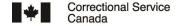
## 6.11.1 Commercial General Liability Insurance

- 6.11.1.1 The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 6.11.1.2 The Commercial General Liability policy must include the following:

- a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
- b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g) Employees and, if applicable, Volunteers must be included as Additional Insured.
- h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j) Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- I) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m) Non-Owned Automobile Liability Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n) Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
- o) All Risks Tenants Legal Liability to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- p) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- q) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

# For the province of Quebec, send to:

Director Business Law Directorate, Quebec Regional Office (Ottawa),



Service correctionnel Canada

Department of Justice, 284 Wellington Street, Room SAT-6042, Ottawa. Ontario. K1A 0H8

# For other provinces and territories, send to:

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

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

# 6.11.2 Automobile Liability Insurance, SACC Clause G2020C (2018-06-21)

- 6.11.2.1 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.
- 6.11.2.2 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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - e) OPCF/ SEF/ QEF #6a Permission to Carry Passengers for Compensation or Hire
  - f) Liability for Physical Damage to Non-owned Automobiles: Ontario OPCF 27 or 27B / Quebec: QEF #27 / Other Provinces: SEF#27

## 6.12 Ownership Control

Where the Contractor will have access to any and all personal and confidential information belonging to Canada, CSC staff or inmates for the performance of the work, the following will apply:

- 6.12.1 The Contractor warrants that it is not under ownership control of any non-resident entity (i.e. Individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other).
- 6.12.2 The Contractor must advise the Minister of any change in ownership control for the duration of the contract.
- 6.12.3 The Contractor acknowledges that the Minister has relied on this warranty in entering into this Contract and that, in the event of breach of such warranty, or in the event that the Contractor's ownership control becomes under a non-resident entity, the Minister will have the right to treat this Contract as being in default and terminate the contract accordingly.
- 6.12.4 For the purposes of this clause, a non-resident entity is any individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other residing outside of Canada.

# 6.13 Closure of Government Facilities

- 6.13.1 Contractor personnel are employees of the Contractor and are paid by the Contractor on the basis of services rendered. Where the Contractor or the Contractor's employees are providing services on government premises pursuant to this Contract and the said premises become non accessible due to evacuation or closure of government facilities, and consequently no Work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of closure.
- 6.13.2 Contractors working at CSC sites should be aware that they may be faced with delay or refusal of entry to certain areas at certain times even if prior arrangements for access may have been made. Contractors are advised to call in advance of travel to ensure that planned access is still available.

# 6.14 Tuberculosis Testing

- 6.14.1 It is a condition of this contract that the Contractor or any employees of the Contractor who require entry into a Correctional Service of Canada Institution to fulfill the conditions of the contract may, at the sole discretion of the Warden, be required to provide proof of and results of a recent tuberculin test for the purpose of determining their TB infection status.
- 6.14.2 Failure to provide proof of and results of a tuberculin test may result in the termination of the contract.
- 6.14.3 All costs related to such testing will be at the sole expense of the Contractor.

# 6.15 Compliance with CSC Policies

- 6.15.1 The Contractor agrees that its officers, servants, agents and subcontractors will comply with all regulations and policies in force at the site where the work covered by this contract is to be performed.
- 6.15.2 Unless otherwise provided in the contract, the Contractor must obtain all permits and hold all certificates and licenses required for the performance of the Work.
- 6.15.3 Details on existing CSC policies can be found on the CSC website or any other CSC web page designated for such purpose.

# 6.16 Health and Labour Conditions

- 6.16.1 In this section, "Public Entity" means the municipal, provincial or federal government body authorized to enforce any laws concerning health and labour applicable to the performance of the Work or any part thereof.
- 6.16.2 The Contractor must comply with all laws concerning health and labour conditions applicable to the performance of the Work or part thereof and must also require compliance of same by all its subcontractors when applicable.
- 6.16.3 The Contractor upon any request for information or inspection dealing with the Work by an authorized representative of a Public Entity must forthwith notify the Project Authority or His Majesty.
- 6.16.4 Evidence of compliance with laws applicable to the performance of the Work or part thereof by either the Contractor or its subcontractor must be furnished by the Contractor to the Project Authority or His Majesty at such time as the Project Authority or His Majesty may reasonably request."

# 6.17 Identification Protocol Responsibilities

The Contractor must ensure that the Contractor and each of its agents, representatives or subcontractors (referred to as Contractor Representatives for the purposes of this clause) comply with the following self-identification requirements:

- 6.17.1 During the performance of any Work at a Government of Canada site, the Contractor and each Contractor Representative must be clearly identified as such at all times;
- 6.17.2 During attendance at any meeting, the Contractor or Contractor Representatives must identify themselves as such to all meeting participants;

- 6.17.3 If the Contractor or a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify themself as the Contractor or an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under the e-mail account Properties. This identification protocol must also be used in all other correspondence, communication, and documentation; and
- 6.17.4 If Canada determines that the Contractor is not complying with any of the obligations stated in this article, Canada will advise the Contractor and request that the Contractor implement, without delay, appropriate corrective measures to eliminate recurrence of the problem.

# 6.18 Dispute Resolution Services

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

## 6.19 Contract Administration

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at <a href="the Office of the Procurement Ombudsman email address">the Office of the Procurement Ombudsman email address</a>, by telephone at 1-866-734-5169, or by web <a href="the Office of the Procurement Ombudsman website">the Office of the Procurement Ombudsman Regulations or visit the Office of the Procurement Ombudsman website</a>.

# 6.20 Privacy

- 6.20.1 The Contractor acknowledges that Canada is bound by the Privacy Act, R.S.C. 1985, c. P-21, with respect to the protection of personal information as defined in that Act. The Contractor must keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract, and must not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract.
- 6.20.2 All such personal information is the property of Canada, and the Contractor must have no right in or to that information. The Contractor must deliver to Canada all such personal information in whatever form, including all copies, drafts, working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to this Contract, upon the completion or termination of the Contract, or at such earlier time as the Minister may request. Upon delivery of the personal information to Canada, the Contractor must have no right to retain that information in any form and must ensure that no record of the personal information remains in the Contractor's possession.

## 6.21 Proactive Disclosure of Contracts with Former Public Servants

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

# 6.22 Information Guide for Contractors

Prior to the commencement of any work, the Contractor certifies that its employees, or employees of its subcontractors, working under contract for CSC will complete the applicable Module(s) and retain the signed checklist(s) from the CSC "Information Guide for Contractors" website: www.bit.do/CSC-EN.

## ANNEX A - Statement of Work

Correctional Service Canada (CSC) has a requirement to provide secure intake, storage services, retrieval, refile, and disposition of physical documents including secure destruction/shredding services to the Protected B level. The initial volumes to be managed are estimated to be approximately 90,000 to 95,000 1.04 Cubic Feet (cu ft).

# 1 Objectives

To provide services associated with secure off-site intake, storage, retrieval, refile, disposition, and destruction and transition out of physical records.

# 2 Scope of work

- 2.1 Work under the Contract must be conducted in accordance with the following "phases":
  - Phase 1: Initial intake;
  - Phase 2: On-going Records Management Services;
  - Phase 3: Transition-Out.
- 2.2 The Contractor will receive written notification from the Project Authority and must not proceed to work on any Phase of Work prior to receiving the written notification for each Phase of Work as described in the Contract.

## 3 Initial Intake

The Contractor must provide the following services for an estimated initial volume transfer of approximately 90,000 to 95,000 containers up to 1.2 cu ft each (at the direction and discretion of CSC) for CSC containers, regular annual increases are forecasted between 4,000-10,000 which will vary depending on client storage needs. The majority of containers are currently 1.04 cu ft each. The contractor must provide the following services:

# 3.1 Phase 1 – Transition In: Initial intake

The primary objective of this phase is to facilitate the initial bulk intake and records management of 90,000 to 95,000 containers if the Contract is awarded to a supplier other than the incumbent. The Bidder must have the ability to; supply pallets, supply security cleared personnel, supply transport vehicles for the pick-up and delivery of boxes, to relocate a minimum of 1000 boxes/day as directed by CSC, to remove from transport and shelve 90,000 to 95,000 containers within a estimated total period of 3 months upon signing of the contract. The supplier must also have the capacity to provide records management services on any new transfers upon signing of contract.

- 3.1.1 CSC estimates a period of no more than 3 months will be necessary to complete the initial intake. The required date of commencement of Phase 1 must be no later than 10 days after contract award.
- 3.1.2 During the Initial intake phase, the Contractor must work collaboratively, cooperatively and in good faith with CSC and the incumbent Contractor, in the effective and timely transition from delivery services by the incumbent Contractor to the delivery of services by the Contractor.
- 3.1.3 Upon Contract award, CSC will provide to the Contractor, an electronic copy of the most current version of the following information:
  - a) A listing of all possible primary delivery locations, including shipping addresses current as of the commencement of the Contract. Locations of delivery may be subject to change over the duration of the Contract;
  - b) The document and service Descriptions in electronic format,
- 3.1.4 No later than 5 calendar days after Contract award, the Contractor must submit for approval by the Project Authority, a comprehensive plan as a basis to develop a more detailed comprehensive Initial intake Plan, considering any additional information and comments provided by CSC. The Initial intake plan must present, in chronological order, the detailed description of each action item the Contractor must complete in order to ensure the seamless implementation of services. Additionally, the Contractor's Plan must detail the

administrative actions required to manage the data and inventory of the CSC documents. Elements to be included within the Contractor's Initial intake Plan include the following:

- a) Confirming with CSC the business requirements of procedures and timing, and any additional procedures;
- b) Approaches to support the retrieval of documents as required;
- c) Advice and recommendations on the possible disposition of information holdings;
- d) Confirming the format of all necessary data fields that will constitute a CSC File Profile;
- e) Populating the Contractor system/database with CSC information;
- f) Confirming the Contractor's inventory control processes to meet the service standards for document processing and delivery;
- g) Adapting, as necessary, the Contractor's database structure and graphical user front-end interface as may be required to ensure adequate and relevant data is held on the files and boxes in its care;
- h) Contractor will provide a plan, process and schedule for the delivery and pick-up of intake containers by security cleared personnel;
- i) The provision of training services on document management for storage upon request by the Project Authority.
- 3.1.5 Upon CSC's acceptance of the Contractor's Bulk Intake Plan, the Contractor must begin the Bulk Intake Plan within 10 days of Contract award. The Contractor must receive, prepare the Transition-In Inventory from CSC.
  - a) CSC will make arrangements, to deliver the Transition-In Inventory listing to the Contractor on an agreed upon date.
  - b) The contents of CSC's file boxes are to remain unaltered during the transition process.
  - c) Accept standard file storage cartons (L\*W\*H =15" x 11 3/8" x 10"= 1.04 cu ft)
  - d) Contractor will provide pallets, transport vehicles to move containers and subsequently unload containers from transport vehicles, shelved material and update document management systems with CSC bar-code information and other relevant information.
  - e) Contractor will ensure that containers are shelved, and relevant data is updated on systems within 48 hours of receipt of containers to ensure timely service delivery
  - f) Contractor will ensure urgent requests are processed within 4 hours.
  - g) Provide security cleared personnel at the Reliability level for all activities related to the bulk intake process, this includes contractor on-site personnel and well as personnel responsible for transporting containers to contractor site.
  - h) Initial Intake: Contractor must intake approximately 90,000-95,000 boxes of documents into their storage location within the National Capital Region to the Contractor's site storage location.
  - i) Contractor will supply skids, co ordinate the transport, plan and schedule in collaboration with CSC and update its document management system as required for initial bulk intake.
  - j) Contractor must only use security cleared personnel for transportation of regular daily requests or for large transfers if other transport suppliers/sub-contractors are used as per Security Requirements.
  - k) Contractor must ensure that containers for bulk transfers are immediately stored in a secure space, entered into document management system within 48 hours, shelved and available to CSC within 48 hours of receipt.

# 3.2 Phase 2– On-going Records Management Services

- 3.2.1 Accession/Storage/Retrieval/Refile
  - a) Once Initial transfers have commenced, CSC will commence operational usage of the Contractor's Document Management System as CSC's portal for document storage and management services.
  - b) The Contractor must operate, maintain and provide access to the Contractor's facility 24 /7 as and when required
  - c) The Contractor must provide document Management Services on any bulk or new adhoc transfers
  - d) Contractor is responsible for unloading containers from transport trailers or other delivery vehicles for new regular on-going transfers.

- e) Contractor must ensure that containers are immediately stored in a secure space, entered into document management system, shelved and available to CSC within 48 hours, urgent requests must be responded to within 4 hours.
- f) Accept CSC standard file storage containers (L x W x H = 15" x 11 3/8" x 10" = 1.04 cu ft)
- g) Receive, record and store documents/files, including drawings, records, and other paper documents.
- h) Ongoing record management services Services and actions performed to complete the process of introducing new records containers to the inventory storage system
- i) Capture minimum metadata requirements as identified below in metadata requirements (1.4.5)
- j) Ongoing storage and maintenance of containers of paper documents estimated to increase by approximately up to 10,000 cu ft annually.
- k) Retrieval Services of up to approximately 10-25 containers daily from the storage site. Litigation, digitization or disposition can significantly increase volumes from 10/day to 100-200/day.
- Transportation of containers/files to and from client and storage site; providing equipment and personnel for the unloading and loading of containers from and to transport vehicles at the contractor and CSC sites
- m) Transportation must be provided by Offeror's owned vehicles or third-party carrier at the determination of the delegated CSC Authority.
- n) Provide alternative delivery upon request (e.g., user pick-up).
- o) Provide security cleared personnel at the Reliability level for all activities including transportation services.
- p) Provide personnel from the Records Warehouse Facility to be available to answer enquiries for pick-up, delivery, and destruction requirements during normal working hours of 8am-5pm EST Monday to Friday.
- q) Provide, distribute, and maintain supplies of all CSC Records Management forms, bar codes, and labels.
- r) Provide storage cartons as requested.
- s) Analyze information and issue management reports and recommendations.
- t) Deliver online training on the Contractor's tracking systems to up to 10 CSC Clients as and when requested by the Project Authority.
- u) Provide CSC identified users with Administrator Access rights to the contractor's web-based system for maintaining/monitoring the authorized access level control lists of Identified Users.
- v) Maintain consistent daily delivery and pick-up times.
- w) Contractor has the capacity to use a prescribed CSC bar-code data when requests for files or returns are made.
- x) In the future CSC may consider storage and records management service offerings in the Regions and at the Secret and Protected C security levels.

# 3.2.2 Disposition/Destruction

- a) Provide daily transportation, equipment, and personnel for the pickup/delivery and destruction requests, including on-site and/or mobile destruction services.
- b) Disposition Services and actions performed to permanently remove storage containers from physical and electronic inventory.
- c) Return an Inventory Holding Report to client as final disposition to reflect the permanent withdrawal.
- d) Provide a report to reflect permanent withdrawal and certified destruction.
- e) Provide on-site and/or mobile paper document destruction services with the capacity to shred up to 500 containers in a day. Destruction on-site totals are forecasted between 100-500/month, digitization and litigation relief can increase volumes.
- f) Provide secure on-site and/or mobile paper document shredding of Protected B holdings using shredding equipment identified by the Royal Canadian Mounted Police (RCMP) for the bulk destruction of paper documents up to and including Protected B, as described in the RCMP Security Equipment Guide. Introduction; RCMP Security Equipment Guide (https://www.rcmp-grc.gc.ca/physec-secmat/res-lim/pubs/seg/html/list 0002 e.htm).
- g) Provide same level of security and protection of information must be provided in the destruction facilities as is required for storage facilities.
- h) Provide a Certificate of Destruction and update the inventory holdings report to reflect the permanent withdrawal and certified destruction.

i) Provide closed loop destruction services (unbroken chain of custody from storage to certified confidential destruction).

# 3.3 Phase 3 – Transition-Out: Delocation

- 3.3.1 At the notice of the Project Authority the Transition-Out phase of the Contract will begin. During this phase the Contractor must provide support for the transfer of CSC's container collection and related information, including but not limited to:
  - a) Removal of significant volume of containers as a result of digitization and or contract completion
  - b) Transition out containers from bidder facility to CSC designated location with National Capital Region.
- 3.3.2 During the Transition-Out phase, the Contractor must work collaboratively and in good faith with CSC in an effective and timely transfer of CSC's container collection from the supplier.
- 3.3.3 The contractor will be responsible for removing an estimated 100,000 to 110,000 1.04 cu ft containers from its shelving and document management systems, collaborating with CSC for the scheduling and transfer of containers, acquiring pallets, loading and securing containers in transport trailers and co-ordinating and supplying CSC with relevant information regarding container transfer.

## 4 Deliverables

# 4.1 Storage and services, as specified in the SOW.

- a) Secure warehouse facility located within 50km of 340 Laurier Avenue West, Ottawa ON that meets standards for records and personnel climate control in the provincial building code of the Contractor
- b) Pickup and delivery to and from 340 Laurier Avenue West, Ottawa ON.
- c) Online training on the contractor's tracking systems for CSC personnel Clients
- d) Standard file storage cartons (15" L x 11 3/8" W x 10" H. = 1.04 cu ft)
- e) Secure on-site and/or mobile paper document shredding of Protected B holdings
- f) Certificate of Destruction and holdings inventory updates.
- g) Transportation Services with a secure chain of tracking in NCR.

## 4.2 Service Standards

Service Type	Request Cut-off Time	Guaranteed Pick-up/Delivery
Regular (next day)	3:00pm	1:00 pm next business day
1/2 day service	11:00am	3:00 pm same business day
1/2 day service	3:00pm	12:00 Noon next business day
Emergency	3:30pm	180 minutes, same business day

## 4.3 Client Service

The Contractor must provide specific Resources to fulfil the following roles:

- a) One Project Manager responsible for all communications/issues related to the Contract; and
- b) Customer Service point(s) of contact and hotline contact(s) responsible for fulfilling requests on a daily basis.

## 4.4 Warehouse

The warehousing facility must meet the following criteria:

- a) Above grade and completely free of leaks or other openings within the geographical area to protect against corruption, contamination and exposure;
- b) Monitored 24 hours a day, seven days a week for fire, floods and unauthorized entry;
- c) Constructed of fire-resistant materials;
- d) Information holding storage areas must be windowless, climate controlled, secure, and protected from possible damage, (e.g. man-made or natural disaster/storm);

- - e) Audit room on site at the warehouse for use by Identified Users to examen the requested information available for their inspection. The room must be equivalent to the Contractor's standard office environment, equipped with ergonomic workstations, chairs and climate controlled finished office space to accommodate at a minimum two persons;
  - f) Protected by smoke detectors according to local fire codes and have appropriate automated fire extinguisher equipment positioned throughout the facility that is well marked as to their locations, a sprinkler system and an intrusion alarm system, all monitored by the Contractor's own security resources or a security service company twenty-four (24) hours a day, seven (7) days a week;
  - g) Up-to-date once a year fire and flood response plans which do through validation and testing at least once per calendar year:
  - h) All information holdings must be stored on clean fireproof shelving units, properly braced and at least three (3) inches off the floor, meeting local seismic and fire code regulations; and
  - i) Shipping and Receiving dock(s) adjacent to the records warehouse must be capable of accommodating vehicles up to and including semi-trailers.

#### 4.5 **Metadata Requirements**

- 4.5.1 Minimum tombstone data:
  - a) Locating/finding aids and data
  - b) Bar code, unique identifier data
  - c) Ownership data
  - d) Description(s); and
  - e) Dates
- 4.5.2 Other data as required by the identified user:
  - a) Accession Number;
  - b) Amended Date:
  - c) Client;
  - d) Creation Date:
  - e) Cost Centre (owner);
  - f) Cost Centre (bill to);
  - g) Container Number;
  - h) Container Bar code;
  - i) Location Description;
  - j) Container Type;
  - k) Container size;
  - I) Essential Record;
  - m) Security Level;
  - n) Container Group Category;
  - o) Received Date;
  - p) Record Date Range;
  - q) Record Description;
  - r) Disposition Planned Date;
  - s) Client Disposition Decision;
  - t) Archivist Disposition Decision;
  - u) Disposition Approved Date;
  - v) Actual Disposition Date;
  - w) Disposition Method;
  - x) Estimated Usage;
  - y) Media Type; and
  - z) Physical placement to storage location.

#### 4.6 **Holdings Management Control and Reporting**

The Contractor must provide:

- a) Comprehensive inventory management of holdings (see 1.4.5 Metadata Requirements);
- b) Up-to-date (less than 2 hours) data related to tracking, location, audit and final disposition of hardcopy records;
- c) Accurate (at 99%) retrieval requests;
- d) Immediate (within 1 hour) update/changes to Authorized Users list;
- e) Addition of new user-organizations;
- f) Real time, inventory of the Identified Users' information holdings;
- g) Initiate and review online invoice inquiries;
- h) Inventory Control/Management Asset tracking system including: bar coding capability, web-enabled, provide reports and form customization in French and English;
- i) User defined reports as required; and
- j) A comprehensive Inventory, Billing, and Management control system.

# 4.7 Reporting

The contractor must provide the following reports within 2 hours of request:

- a) Real-time holdings inventory list including any combination of metadata (see 1.4.5 Metadata Requirements);
- b) New boxes added for a certain period;
- c) Permanent withdrawal activity;
- d) Annual cost and activity to date;
- e) Up-to-date (within 2 hours) data related to tracking, location, audit, and final disposition of hardcopy records:
- f) Up-to-date (within 2 hours) authorized users list;
- g) List of pick-up, storage, and/or delivery requests received for a specific time period;
- h) Shredding number of boxes destroyed by date;
- i) Shredding annual cost and activity to date; and
- j) Reports in French or English, as per request.

## 4.8 Billing

The contractor must submit monthly bills detailing the following:

- a) Costs separated by individual service types and storage types; and
- b) Exact number of transactions and requests actioned.

## 4.9 Destruction Standards

Destruction, scanning and electronic transmission equipment must meet or exceed approved Royal Canadian Mounted Police (RCMP), and/or Public Works and Government Services Canada (PWGSC) standards, as per: <a href="https://www.rcmp-grc.gc.ca/physec-secmat/pubs/gcpsg-gsmgc-001-eng.html">https://www.rcmp-grc.gc.ca/physec-secmat/pubs/gcpsg-gsmgc-001-eng.html</a> Including but not limited to:

- a) Closed loop destruction service (unbroken chain of custody from storage to certified confidential destruction);
- b) Security levels must be the same for both the storage and the destruction facilities;
- c) Secure on-site and/or mobile paper document destruction services in accordance with Government of Canada security specifications; Introduction; RCMP Security Equipment Guide (rcmp-grc.gc.ca)
- d) Certificate of Destruction with material destroyed, date of destruction, and signature of the Identified User who witnessed the destruction; and
- e) Inventory holding report updated to reflect permanent withdrawal and return to client.

# 4.10 Paper consumption

a) Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Project Authority.

- b) The Contractor must ensure printed material is on paper with a minimum recycled content of 30% and/or certified as originating from a sustainably managed forest.
- c) The Contractor must recycle unneeded printed documents (in accordance with Security Requirements).

## 5 Location of work

The work will be performed at the contractors facilities with the exception of mobile shredding which will be at a CSC facility as required.

## 5.1 Travel

There is no travel expected for the contractor in this contractor other than the movement, pick up and delivery of boxes of documents, or mobile shredding. There will not be claims accepted for travel expenses such as meals, gas, or lodging.

# 6 Language of Work

The work, including Portal and Hotline, must be performed in both official languages of Canada, French and English.

# 7 Limitations and Constraints

There are security limitations on this work for personnel and facilities.

The Project authority is available during Business hours, Monday – Friday weekly with the exception of statuary holidays.

# ANNEX B - Basis of Payment

### 1 Contract Period

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to this Contract.

For the provision of services as described in Annex A - Statement of Work, the Contractor will be paid the all-inclusive firm rate(s), inclusive of all surcharges and labour such as and not limited to fuel surcharge, and sub-contractor or flow through and overhead costs will be listed below in the performance of this Contract, Applicable Taxes extra.

For subsequent years (beyond the initial contract period) the Contractor will be paid firm prices as indicated below for the first year, adjusted annually during the refresh period.

# **Economic Price Adjustments**

The prices presented in Annex B - Basis of Payment, may be adjusted annually by applying the Consumer Price Index (CPI) for Canada, All-Items (Not Seasonally Adjusted), published in Statistics Canada 18-10-0005-01 (CANSIM 326-0021)

[Pricing Schedule, Contract Period from Annex D – Evaluation Criteria, Financial Criteria, to be inserted at Contract Award]

# 2 Options to Extend the Contract Period

Subject to the exercise of the option to extend the Contract period in accordance with Article 4. Term of contract of the original contract, Options to Extend Contract, the Contractor will be paid the firm all inclusive rate(s), in accordance with the following table, Applicable Taxes extra, to complete all Work and services required to be performed in relation to the Contract extension.

The Contractor must advise the Project Authority when 75% of the Contract's financial limitation is reached. This financial information can also be requested by the project Authority on an as-requested basis.

[Pricing Schedule, Option Period from Annex D – Evaluation Criteria, Financial Criteria, to be inserted at Contract Award]

# 3 Applicable Taxes

- 3.1 All prices and amounts of money in the contract are exclusive of Applicable Taxes, unless otherwise indicated. Applicable Taxes are extra to the price herein and will be paid by Canada.
- 3.2 The estimated Applicable Taxes of \$ [To be inserted at Contract award] are included in the total estimated cost shown on page 1 of this Contract. The estimated Applicable Taxes will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which taxes do not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of Applicable Taxes paid or due.

## 4 Electronic Payment of Invoices - Bid

# [To be removed at Contract award]

Canada requests that Bidders complete option 1 or 2 below:

1. ( ) Electronic Payment Instruments will be accepted for payment of invoices.

The following Electronic Payment Instrument(s) are accepted:

- () Direct Deposit (Domestic and International).
- 2. ( ) Electronic Payment Instruments will not be accepted for payment of invoices.

The Bidder is not obligated to accept payment by Electronic Payment Instruments.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

# **ANNEX C – Security Requirements Check List**

Government Gouvernement du Canada

DSD-NHQ5433

Contract Number / Numéro du contrat

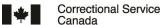
21120-23-4380752

Security Classification / Classification de sécurité

Unclassified

LISTE DE VÉRIFIC	CURITY REQUIREMENTS CHECK LIST (SRC ATION DES EXIGENCES RELATIVES À LA SÉ								
PART A - CONTRACT INFORMATION / PARTIE A -									
<ol> <li>Originating Government Department or Organization</li> </ol>		or Directorate / Direction générale ou Direction							
Ministère ou organisme gouvernemental d'origine	Correctional Service Infor	mation Mgmt Services							
a) Subcontract Number / Numéro du contrat de sou	s-traitance 3. b) Name and Address of Subcor	stractor / Nom et adresse du sous-traitant							
4. Brief Description of Work / Brève description du tra	vail								
Provision of secure intake, storage, retrieval, refile and disposition of CSC information.									
5. a) Will the supplier require access to Controlled Goods?  Le fournisseur aura-t-il accès à des marchandises contrôlées?  No Yes Oui									
Regulations? Le fournisseur aura-t-il accès à des données tec sur le contrôle des données techniques?	illitary technical data subject to the provisions of the Te hniques militaires non classifiées qui sont assujetties a	<b>V</b> Non							
<ol><li>Indicate the type of access required / Indiquer le ty</li></ol>	pe d'accès requis								
Le fournisseur ainsi que les employés auront-ils (Specify the level of access using the chart in Qu (Préciser le niveau d'accès en utilisant le tableau	u qui se trouve à la question 7. c)	ÉS et/ou CLASSIFIÉS? Non V Oui							
PROTECTED and/or CLASSIFIED information or Le fournisseur et ses employés (p. ex. nettoyeur à des renseignements ou à des biens PROTÉGI	s, personnel d'entretien) auront-ils accès à des zones ÉS et/ou CLASSIFIÉS n'est pas autorisé.	d'accès restreintes? L'accès							
<ol><li>c) Is this a commercial courier or delivery requirements. S'agit-il d'un contrat de messagerie ou de livraise</li></ol>		No No Oui							
7. a) Indicate the type of information that the supplier	will be required to access / Indiquer le type d'information	on auquel le fournisseur devra avoir accès							
Canada 🗸	NATO / OTAN	Foreign / Étranger							
7. b) Release restrictions / Restrictions relatives à la c									
No release restrictions Aucune restriction relative à la diffusion	All NATO countries Tous les pays de l'OTAN	No release restrictions Aucune restriction relative à la diffusion							
Not releasable À ne pas diffuser									
Restricted to: / Limité à :	Restricted to: / Limité à :	Restricted to: / Limité à :							
Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Préciser le(s) pays :							
7. c) Level of information / Niveau d'information									
PROTECTED A	NATO UNCLASSIFIED	PROTECTED A							
PROTÉGÉ A 🖳	NATO NON CLASSIFIÉ	PROTÉGÉ A L							
PROTECTED B	NATO RESTRICTED	PROTECTED B							
PROTÉGÉ B 🔼	NATO DIFFUSION RESTREINTE	PROTÉGÉ B L							
PROTECTED C	NATO CONFIDENTIAL	PROTECTED C							
PROTÉGÉ C L	NATO CONFIDENTIEL	PROTÉGÉ C							
CONFIDENTIAL	NATO SECRET	CONFIDENTIAL							
CONFIDENTIEL	NATO SECRET	CONFIDENTIEL							
SECRET COSMIC TOP SECRET SECRET									
SECRET	COSMIC TRÈS SECRET	SECRET							
TOP SECRET		TOP SECRET							
TRÈS SECRET		TRÈS SECRET							
TOP SECRET (SIGINT)		TOP SECRET (SIGINT)							
TRÈS SECRET (SIGINT)		TRÈS SECRET (SIGINT)							
TBS/SCT 350-103(2004/12)	Security Classification / Classification de sécurité	C 1141							

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PART A (continued) / PARTIE A (suite)									
	plier require access to PROTECTED ar	d/or CLASSIFIED COMSEC infor	mation or assets?		✓ No Yes				
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?									
	ate the level of sensitivity:								
	native, indiquer le niveau de sensibilité : plier require access to extremely sensit		-0		No Yes				
	plier require access to extremely sensiti eur aura-t-il accès à des renseignement			rate?	No Yes				
Le louirilisse	sur aura-t-ii acces a des renseignement	ou a des biens nu coco de na	are extremement den	cate:	L▼ 14011 L Cui				
Short Title(s) of material / Titre(s) abrégé(s) du matériel :									
	Number / Numéro du document :								
	RSONNEL (SUPPLIER) / PARTIE B - P nel security screening level required / Ni		nercennel requie						
10. a) Personr	nei security screening level required / Ni	/eau de controle de la securite du	personnei requis						
	RELIABILITY STATUS	□ CONFIDENTIAL □	SECRET	TOP SECF	RET				
	COTE DE FIABILITÉ	CONFIDENTIEL	SECRET	TRÈS SEC	RET				
	TOP SECRET- SIGINT	☐ NATO CONFIDENTIAL □	NATO SECRET	COSMIC T	OP SECRET				
	TRÈS SECRET – SIGINT	NATO CONFIDENTIEL	NATO SECRET		RÈS SECRET				
	SITE ACCESS								
	ACCÈS AUX EMPLACEMENTS								
	A COLO A CAME DA COLIMETA TO								
	Special comments:								
	Commentaires spéciaux :								
	NOTE: If multiple levels of screening a	e identified, a Security Classification	n Guide must be provi	ded.					
	REMARQUE : Si plusieurs niveaux de		un guide de classifica	tion de la sécurité doit être					
	screened personnel be used for portions				No Yes				
	onnel sans autorisation sécuritaire peut	il se voir confier des parties du tr	avaii?		Non Oui				
	vill unscreened personnel be escorted?	t il cocceté?			No Yes				
Dans ra	affirmative, le personnel en question ser	a-t-II escorte?			NonOui				
PART C - SAF	EGUARDS (SUPPLIER) / PARTIE C -	MESURES DE PROTECTION (F	OURNISSEUR)						
	ON / ASSETS / RENSEIGNEMENT		<i>'</i>						
11. a) Will the	supplier be required to receive and stor	e PROTECTED and/or CLASSIFI	ED information or ass	ets on its site or	No Yes				
premise	es?				└── Non <b>└</b> ──Oui				
	nisseur sera-t-il tenu de recevoir et d'ent	reposer sur place des renseignen	nents ou des biens PF	ROTÉGÉS et/ou	DS				
CLASS	FIES?								
11 h) Will the	supplier be required to safeguard COM	SEC information or assets?			■ No ■Yes				
	nisseur sera-t-il tenu de protéger des rei		SEC?		Non Oui				
					<b></b>				
PRODUCTIO	ON								
11. c) Will the r	production (manufacture, and/or repair an	d/or modification) of PROTECTED	and/or CLASSIFIED m	aterial or equipment	□ No □Yes				
	the supplier's site or premises?	are meanifeating of the test and	and of OE toon 125 m	atorial of oquipmont	Non Oui				
Les inst	allations du fournisseur serviront-elles à la	production (fabrication et/ou répar	ation et/ou modification	) de matériel PROTÉGÉ	<b>4</b>				
et/ou Cl	ASSIFIÉ?								
INFORMATIO	ON TECHNOLOGY (IT) MEDIA / SUF	PORT RELATIF A LA TECHNOLO	OGIE DE L'INFORMAT	TION (TI)					
11. d) Will the	supplier be required to use its IT systems	to electronically process, produce of	r store PROTECTED a	and/or CLASSIFIED	✓ No Yes				
information or data?									
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des									
renseigr	renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?								
44 ->>>	- N								
	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 Quivernementale?								
gouvernementaire:									
<b>TD</b> 0/2-2-									
TBS/SCT 35	0-103(2004/12)	Security Classification / Classific	cation de sécurité		C 1141				
					Canadä				





Gouvernement du Canada Contract Number / Numéro du contrat 21120-23-4380752

Security Classification / Classification de sécurité

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ART C - (continued For users comple site(s) or premise Les utilisateurs qi niveaux de sauve For users comple Dans le cas des u dans le tableau ré	ting s. ui re gar ting	the empli de re the ateu	form sser equis form rs q	manually use nt le formulaire aux installation online (via the	e manuell ons du fou ne Interne le formula	ement do urnisseur. t), the sur aire en lig	nmary chart	le tableau réc	capitulatif ly populat nses aux	ci-dessou ed by you questions	s pou	ir ind	ique es to	r, pour chaque	e catégori	e, les
Category Catégorie		OTÉC			ASSIFIED LASSIFIÉ			NATO						COMSEC		
	A	В	С	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC		OTECT		CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL	CONET	TRÉS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL	CECNET	SECRET COSMIC TRÈS SECRET	А	В	С	CONFIDENTIEL	OCONE!	TRES SECRET
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Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.  2. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED? La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments). Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).																

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

**Canadä** 

# ANNEX D - Evaluation Criteria

### 1 Technical Evaluation

- 1.1 The following elements of the proposal will be evaluated and scored in accordance with the following evaluation criteria.
  - a) Mandatory Technical Criteria
  - b) Rated Technical Criteria
  - c) Financial Criteria
- 1.2 It is imperative that the proposal address each of these criteria to demonstrate that the requirements are met.
- 1.3 LISTING EXPERIENCE WITHOUT PROVIDING ANY SUBSTANTIATING DATA TO SUPPORT WHERE, WHEN AND HOW SUCH EXPERIENCE WAS OBTAINED WILL RESULT IN THE STATED EXPERIENCE NOT BEING CONSIDERED FOR EVALUATION PURPOSES.
- 1.4 All experience must be strictly work-related. Time spent during education and/or training will not be considered, unless otherwise indicated.
- 1.5 Experience must be demonstrated through a history of contracts, either completed or on-going.
- 1.6 References must be provided for each contract experience.
- 1.6.1 Where the stated experience was acquired within a Canadian Federal Government Department or Agency as a Public Servant, the reference must be a Public Servant who had a supervisory role over the proposed resource during the stated employment.
- 1.6.2 References must be presented in this format:
  - a) Name:
  - b) Organization:
  - c) Current Phone Number; and
  - d) Email address if available

## 2 Response Format

- 2.1 In order to facilitate evaluation of proposals, it is recommended that bidders' proposals address the mandatory criteria in the order in which they appear in the Evaluation Criteria and using the numbering outlined.
- 2.2 Bidders are also advised that the month(s) of experience listed for a contract or experience whose timeframe overlaps that of another referenced contract or experience will only be counted once. For example: Contract 1 timeframe is July 2001 to December 2001; Contract 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven months.
- 2.3 For any requirements that specify a particular time period (e.g., 2 years) of work experience, CSC will disregard any information about experience if the technical bid does not include the required month and year for the start date and end date of the experience claimed.

# 3 Mandatory Technical Criteria

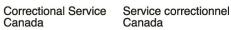
- 3.1 The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.
- 3.2 Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Item	Technical Requirements	Bidder insturctions
M1	The Bidder must demonstrate by providing a description that they have completed at least one large scale container intake contract within the past ten years. Large scale is considered >20,000 containers measuring at a minimum 1 cu ft each	For each project, the Bidder must provide the following information:  a) Name of the client organization(s) and contact information;  b) Start and end dates of the contract.  c) Number of containers
M2	The Bidder must demonstrate by providing a description that they have completed at least one contract with a minimum duration of twelve months in the past five years prior to the RFP closing date that included:  a) Records retrieval and refile services >5,000 containers/year	For each project, the Bidder must provide the following information:  a) Name of the client organization(s) and contact information;  b) Start and end dates of the contracted services  c) Number of containers
M3	The Bidder must demonstrate by providing a description that they have completed one contract with a minimum duration of 1 months within the last five years prior to the RFP closing date that included:  a) Accession and refiling ensuring client retrieval services were available within 24 hours of receipt of containers.	For each project, the Bidder must provide the following information:  a) Name of the client organization(s) and contact information; b) Start and end dates of the contract; c) The tasks and work done in the contract d) Number of containers;
M4	The Bidder must demonstrate by providing a description that they have completed at least one contract with a minimum duration of twelve months in the past five years providing the following reports within two hours of a request, in French and English as per Client request:  a) Real-time holdings inventory list including any combination of metadata (see 2.5 Metadata Requirements);  b) New boxes added for any period defined by the Client;  c) Permanent withdrawal activity (indefinite removal of containers from the Bidder's holdings);	For each project, the bidder must provide the following information:  a) Name of client organization; b) Description of contracted services, scope and objectives; c) Contract start and end date; d) Name and contact information of Client contact. e) Blank version of each of the reports

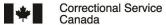
Correctional Service Canada

Item	Technic	cal Requirements	Bidder i	insturctions
M5	d) e) f) g) h) i) The Bid capacity containe Laurier volume request: the crite	Annual cost and activity to date;  Up-to-date data(within two (2) hours) related to tracking, location, audit, and final disposition of hardcopy records;  Up-to-date (within two (2) hours) authorized users list;  List of pick-up, storage or delivery requests, or any combination of the three, received for a specific time period;  Shredding: number of boxes destroyed by date and annual cost and activity to date;  Providing reports in French or English, as per Client requests.	For eac following a. b. c.	ch project, the Bidder must provide the ng information:  NCR Physical location of the facility (address) Current vacant space capacity Current overall client capacity forecast for next 3 years Current free shelving capacity space Planned new shelving capacity Statement that proposed storage location,
II .	the crite a. b. c. d.	Above grade and completely free of leaks or other openings to protect against corruption, contamination, sun exposure and unauthorized entry by individuals who do not have the required security clearance;	e.	Current free shelving capacity space Planned new shelving capacity
	f.	Protected by smoke detectors according to local fire codes and have appropriate fire extinguisher equipment positioned throughout the facility at well marked locations, a sprinkler system and an intrusion alarm system, all monitored by the Supplier's own security resources or a security service		

Item	Technic	al Requirements	Bidder insturctions
M6	i. j. k. l.	company twenty-four (24) hours a day, seven days a week; Current fire and flood response plans including evidence that the supplier holds fire and flood response exercises once a year; All information holdings stored on clean fireproof shelving units, properly braced and at least three inches off the floor, that meet local seismic and fire code regulations; and Shipping and Receiving dock(s) adjacent to the records warehouse must be capable of accommodating vehicles up to and including semi-trailers  24/7 building and perimeter security; Site and building access control; Temperature and climate controls.	For each facility, the Bidder must provide the
	they hav duration following a.	der must demonstrate by providing a description that ve completed at least one contract with a minimum of twelve months in the past five years providing the g services:  Bar code inventory system that must capture CSC barcodes information and enable CSC to	following information:  a) Name of the client organization(s) and contact information;  b) Start and end dates of the contract; c) Nature and scope of the services provided; and
		request containers, return containers and bulk upload new containers using its own barcode label	d) Demonstrate web interface by providing print screen displays supporting capacity to meet this requirement
		24/7 web-based tracking system available to CSC users for on-line inventory control, retrieval, disposal, and delivery services;	
		Monday to Friday 7:30am to 3:30pm bilingual (French and English) toll-free customer service;	
		Web portal available Monday to Friday 7:30 to 3:30 pm bilingual (French and English) enabling users to make requests for delivery of containers, pick-up of previously requested containers, permanent withdrawal of containers, and bulk upload of accession requests for new container transfers.	
M7	The Bid the Proj Resourd years m	manager: der must propose one Project Manager and submit ect Manager's CV to demonstrate that the proposed be has at least two years experience in the last ten anaging large scale transfers, escalation events, and projects.	The Bidder must provide the following information:  a) Name of client organization;s b) Description of tasks performed; c) Contract(s) start and end date; and d) CV



Item	Technical Requirements	Bidder insturctions
M8	Customer Service:  The Bidder must propose and describe two Customer Service contact methods (website or hotline, or person). If proposing a person, then submit their CV to demonstrate that the proposed Resource has at least one year experience in the last five years responding to Users' questions regarding all vendor services and resolving or escalating issues. If the Bidder proposes a system, then a description of the system capabilities and the accuracy of the system must be provided.	The Bidder must provide the following information:  a) Name of client organization; b) Description of tasks performed; c) Contract start and end date; and d) Name of Resource and CV e) Description of System, and service statistics or performance results.
M9	The Bidder must demonstrate through a description that they have a bar code inventory system that enables CSC to use CSC barcodes to file and request containers, return containers, bulk-upload new containers, disposition prior to the closing date.	The Bidder must provide the following information:  a) Brand name of the system; b) Year system was purchased c) Year system was last upgraded d) A list of features of the system



# 4 Point Rated Technical Criteria

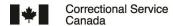
- 4.1 Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.
- 4.2 Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

#	Point Rated Technical Criteria	Max Score possible	Bidder Response
R1	The Bidder should demonstrate by providing a description that they have completed up to five large scale container intake contracts within the past ten years. Large scale is considered >20,000 containers measuring at a minimum 1cu ft each, per thirty-day period.  Each contract may be allocated up to a maximum of 100 pts as follows:  20,000 containers = 20 pts 30,000 containers = 30 pts 40,000 containers = 40 pts 50,000 containers = 50 pts 60,000 containers = 60 pts 70,000 containers = 70 pts 80,000 containers = 80 pts 90,000 containers = 90 pts 100,000 containers = 100 pts  Minimum pts required = 20 pts	500	For each contract, the Bidder must provide the following information:  a. Name of the client organization(s) and contact information;  b. Start and end dates of the contract;  c. The tasks and steps taken to achieve the completion of the intake.  d. Number of containers moved;
R2	The Bidder should demonstrate by providing a description that they have completed up to five contracts with a minimum duration of one year each in the past ten years (projects may overlap) that included:  a. Records retrieval and refile activities >5,000 containers/year for one client  Each contract may be allocated up to a maximum of 50 pts as follows:  5,000 containers = 5 pts	250	For each contract, the Bidder must provide the following information:  a. Name of the client organization(s) and contact information;  b. Start and end dates of the contract;  c. The tasks and work done in the contract .  d. Number of containers;

#	Point Rated Technical Criteria	Max Score possible	Bidder Response
	6,000 containers = 10 pts 7,000 containers = 20 pts 8,000 containers = 30 pts 9,000 containers = 40 pts 10,000 containers = 50 pts  Minimum pts required = 5 pts		
R3	The Bidder should demonstrate that they can manage storage locations meeting the requirements of the SOW in up to five additional Regions by providing addresses for storage and records management capacity in the following Regions:	100	For each region, the Bidder must provide the following information:  a) Address of facility b) Description of capacity and services of facility
	<ul> <li>a. Quebec Region (Quebec)</li> <li>b. Pacific Region (British Columbia)</li> <li>c. Prairie Region (Alberta, Saskatchewan, and Manitoba)</li> <li>d. Ontario Region (Ontario other than National Capital Region)</li> <li>e. Atlantic Region (New Brunswick, Nova Scotia, Prince Edward Island, Newfoundland and Labrador)</li> </ul>		
	Each address provided for a region of service will be allocated up to a maximum of 20 pts as follows:		
	1 Region = 20 pts 2 Regions = 40 pts 3 Regions = 60 pts 4 Regions = 80 pts 5 Regions = 100 pts		
R4	The Bidder should demonstrate their ability to provide secure document storage and management at higher security classifications by submitting a written description of their process to manage material at	40	For each security level the Bidder must provide the following information:  a) Security certification b) Written description

#	Point Rated Technical Criteria	Max Score possible	Bidder Response
	higher security classifications and their security certification.		
	Each additional level of security will be allocated 20 pts as follows		
	Secret = 20 pts Protected C = 20 pts		
R5	The Bidder should demonstrate that they have completed up to five contracts within the last five years that included:  a. Accession and shelving and refiling of >1000 containers/day for an organization	250	For each contract, the Bidder must provide the following information:  a) Name of the client organization(s) and contact information; b) Start and end dates of the contract; c) The tasks and work done in the contract d) Number of containers
	Each contract may be allocated up to a maximum of 50 pts as follows:		
	1000 containers/day = 10 pts 2000 containers/day = 20 pts 3000 containers/day = 30 pts 4000 containers/day = 40 pts 5000 containers/day = 50 pts		
R6	Project manager:  The Bidder should demonstrate that the Project Manager has more that three years experience in the last ten years managing the following:  a. large scale transfers b. escalation events, and c. special projects.  Twenty points per additional year may be awarded up to a maximum of 80 pts as follows:	80	For each year of experience, the Bidder must provide the following information:  a) Name of the client organization(s) that the Project Manager worked for b) Start and end dates of the experience c) The tasks and work done in for the client d) The number of months and years worked with the client.
	>3 years experience = 20 pts >4 years experience = 40 pts >5 years experience = 60 pts >6 years experience = 80 pts		

#	Point Rated Technical Criteria	Max Score possible	Bidder Response
R7	The Bidder should submit an environmental greening plan or document that describes the efforts in energy or resource management and savings.	200	The bidder must submit detail or an environmental plan document exhibiting their actions and identifying the efforts undertaken to address environmental concerns
	For each item addressed that displays consideration of the environment, twenty points may be awarded up to a maximum of 200 pts as follows:		
	Electrical or energy conservation		
	b. Recycling or reuse		
	c. Carbon emission reduction		
	d. Use of alternative energy		
	e. Fuel use reduction		
	f. Paper reduction		
	g. Green certification for facilities		
	h. Process improvement and certification		
	Ongoing active research into greening initiatives		
	j. A current member of an environmental stewardship group		
	Total # of points possible	1420	
	Minimum Score Required:	25	



# 5 Financial Criteria

- 5.1 SACC Manual Clause <u>A0220T</u>; The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.
- 5.2 Proposals containing a financial bid other than the one requested at **Article 3. Section II: Financial Bid** of **PART 3 BID PREPARATION INSTRUCTIONS** will be declared non-compliant.
- 5.3 All prices bid in the financial criteria, must be inclusive of all surcharges and labour charges such as and not limited to fuel surcharge, and sub-contractor or flow through charges and overhead costs.
- Note to Bidders: Table Totals accuracy are the responsibility of the Bidder. The Rates will become the Basis of Payment for the contract. The volumes are not reflective of the work in the future contract but are for financial evaluation purposes.
- 5.5 The Bidder certifies that the price proposed
  - a) is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both;
  - b) does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of goods, services or both of like quality and quantity; and
  - c) does not include any provision for discounts to selling agents.

Service	Description	1-Year Approx. volume (A)	Unit of measure	Rate (\$) (B)	1-Year approx. Total (\$) (A*B=C)
	PHASE 1	- INITIAL BULK	INTAKE		
Accession	Add new container to inventory	95,000	Container 1.04 cu ft	To be completed by Bidder	To be completed by Bidder
	PHASE	2 - REGULAR II	NTAKE		
Accession	Add new container to inventory	10,000	Container 1.04 cu ft	To be completed by Bidder	To be completed by Bidder
Regular Monthly Container storage	Storage existing containers	95,000	Container 1.04 cu ft	To be completed by Bidder	To be completed by Bidder
New Monthly Container storage	Storage new containers	10,000	Container 1.04 cu ft	To be completed by Bidder	To be completed by Bidder
Retrieval, Regular (next day)	Retrieval,	6,000	Container 1.04 cu ft	To be completed by Bidder	To be completed by Bidder
Retrieval, Rush (3 Hours)	Retrieval, Half day	100	Container 1.04 cu ft	To be completed by Bidder	To be completed by Bidder
Refile container	Refile container	6,000	Container 1.04 cu ft	To be completed by Bidder	To be completed by Bidder
Transportation pick-up/delivery	Regular trip charge	500	Container 1.04 cu ft	To be completed by Bidder	To be completed by Bidder
regular service	Transportation handling	12000	Container 1.04 cu ft	To be completed by Bidder	To be completed by Bidder

GRAND TOTAL PER ANNUM (for bid evaluation purposes only)						
rate (Labour charge)	General Additional labour	75	Hourly	completed by Bidder	completed by Bidder To be	
Hourly service		GENERAL		To be	To be	
	Includes All costs from bidder location to CSC designated location within the NCR	CENEDAL		Bidder	Bidder	
Delocation	Removal of a large volume (>1000) of containers as a result of digitization and or contract completion	110,000	11() ()()()	Container 1.04 cu ft	To be completed by	To be completed by
		3 – TRANSITIOI	N OUT	Biddei	Biddei	
Re-boxing	Re-pack	100	Container 1.04 cu ft	To be completed by Bidder	To be completed by Bidder	
Certified Destruction plant based (offsite)	Certified Destruction plant based (offsite)	3000	Container 1.04 cu ft	To be completed by Bidder	To be completed by Bidder	
Certified Destruction mobile (Onsite)	Certified Destruction mobile (Onsite)	3,600	Container 1.04 cu ft	To be completed by Bidder	To be completed by Bidder	
Disposition - Permanent removal	Container-Service must include retrieval and any associated physical or system activities	1,200	Container 1.04 cu ft	To be completed by Bidder	To be completed by Bidder	
pick-up/delivery rush service	Transportation handling	12	Container 1.04 cu ft	To be completed by Bidder	To be completed by Bidder	
Transportation	Rush Trip Charge	12	Container 1.04 cu ft	To be completed by Bidder	To be completed by Bidder	

# ANNEX E -

# 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 <u>Employment and So</u> <u>Development Canada (ESDC) - Labour</u> <u>website</u> .	<u>cial</u>
Date: (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)	
Complete both A and B.	
A. Check only one of the following:	
( ) A1. The Bidder certifies having no work force in Canada.	
( ) A2. The Bidder certifies being a public sector employer.	
( ) A3. The Bidder certifies being a <u>federally regulated employer</u> being subject to the <u>Employment Equity Act.</u>	_
<ul> <li>( ) A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and permanent part-time employees.</li> </ul>	l/or
A5. The Bidder has a combined workforce in Canada of 100 or more employees; and	
<ul> <li>( ) A5.1. The Bidder certifies already having a valid and current <u>Agreement to Implement Employment Eq</u>         (AIEE) in place with ESDC-Labour.</li> </ul> OR	<u>uity</u>
( ) A5.2. The Bidder certifies having submitted the <u>Agreement to Implement Employment Equity</u> (LAB1168 ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.	
B. Check only one of the following:	
( ) B1. The Bidder is not a Joint Venture.	
OR	
<ul> <li>B2.The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Author completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Join section of the Standard Instructions)</li> </ul>	