

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

**Travaux publics et Services gouvernementaux  
Canada**

**Place Bonaventure, portail Sud-Est  
800, rue de La Gauchetière Ouest  
7<sup>e</sup> étage**

## Montréal

Québec

**H5A 1L6**

**FAX pour soumissions: (514) 496-3822**

## Request For a Standing Offer Demande d'offre à commandes

National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

## Comments - Commentaires

THIS DOCUMENT CONTAINS A SECURITY  
REQUIREMENT

**Vendor/Firm Name and Address**

Raison sociale et adresse du fournisseur/de l'entrepreneur

**Issuing Office - Bureau de distribution**

Travaux publics et Services gouvernementaux Canada  
Place Bonaventure, portail Sud-Est  
800, rue de La Gauchetière Ouest  
7<sup>e</sup> étage  
Montréal  
Québec  
H5A 1L6

<b>Title - Sujet</b> OCIR Ventilation SADP	
<b>Solicitation No. - N° de l'invitation</b> 21301-148387/B	<b>Date</b> 2014-02-04
<b>Client Reference No. - N° de référence du client</b> 21301-14-8387	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$MTC-775-12590
<b>File No. - N° de dossier</b> MTC-3-36347 (775)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2014-03-17</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Heure Avancée de l'Est HAE
<b>Delivery Required - Livraison exigée</b> .	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Aguilera, Maria Pia	<b>Buyer Id - Id de l'acheteur</b> mtc775
<b>Telephone No. - N° de téléphone</b> (514)496-3573 ( )	<b>FAX No. - N° de FAX</b> (514)496-3822
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> SERVICE CORRECTIONNEL DU CANADA Complexe Ste-Anne-des-Plaines 244, Montée Gagnon SteAnne-des-Plaines Québec J0N 1H0 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

Solicitation No. - N° de l'invitation

21301-148387/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

mtc775

Client Ref. No. - N° de réf. du client

21301-14-8387

File No. - N° du dossier

MTC-3-36347

CCC No./N° CCC - FMS No/ N° VME

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**This bid solicitation cancels and supersedes the previous bid solicitation number  
21301-148387/A dated 2014-01-13 closing on 2014-01-29 at 14h00 DST**

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## REQUEST FOR STANDING OFFER (RFSO)

### IMPORTANT NOTICE TO OFFERORS

#### THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

For further instructions please consult "Special Instruction to Offeror", SI10, "Security related requirements" and "Supplementary Conditions" SC01 Security requirements, document safeguarding location.

#### LIMITATION OF LIABILITY

PWGSC is limiting the Contractor's first party liability for work in Low Rise, High Rise and Heritage Buildings. See changes to GC1.6 "Indemnification by the Contractor" of R2810D in the Supplementary Conditions.

#### INSURANCE TERMS

The Insurance Terms have been amended. Refer to the Supplementary Conditions.

#### R2940D CLAUSE IS CANCELLED AND SECTION 3.8 OF R2830D IS MODIFIED

Following the repeal of the *Fair Wages and Hours of Labour Act*, R2940D clause will be non applicable for contracts awarded after January 1<sup>st</sup> 2014. For contracts awarded prior to that date the clause remains applicable.

As a result section 3.8 of R2830D has been modified as indicated in Supplementary Conditions SC05

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## SPECIAL INSTRUCTIONS TO OFFERER'S (SI)

### SI01 INTRODUCTION

1. Public Works and Government Services Canada (PWGSC) is inviting Offerors to submit proposals for Standing Offers. The selected offerors shall provide a range of services as identified in the Statement of Work section of this document.
2. It is PWGSC's intention to authorize up to one(1) Standing Offers, each for a period of two(2) years, with the possibility of two (2) additional one (1) year periods. The total dollar value of the Standing Offer (including the optional years) is estimated to be (160,000.00\$) (Applicable taxes extra). Individual call-ups will vary, up to a maximum of (25,000.00\$) (Applicable taxes extra). **Offerors should note that there is no guarantee that the full or any amount of the Standing Offers will be called-up**; PWGSC will issue call-ups only when the specific services to be provided under the Standing Offer are needed. Please refer to Section SOP05, CALL-UP PROCEDURE.

### SI02 CODE OF CONDUCT AND CERTIFICATIONS - RELATED DOCUMENTATION

By submitting an offer, the Offeror certifies that he and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Offer of the General Instructions. The related documentation therein required will assist Canada in confirming that the certifications are true.

### SI03 ENQUIRIES DURING THE SOLICITATION PERIOD

1. Enquiries regarding this offer must be submitted in writing to the Contracting Officer named on the Request for Standing Offer (RFSO). Enquiries should be received no later than five (5) calendar days prior to the date set or solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.
2. To ensure consistency and quality of the information provided to Offerors the Contracting Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment.
3. All enquiries and other communications related to this offer sent throughout the solicitation period are to be directed ONLY to the Contracting Officer named on the RFSO - Page 1. Failure to comply with this requirement may result in the offer being declared non-responsive.

### SI04 CONTRACTING AUTHORITY / DEPARTMENTAL REPRESENTATIVE

1. The Contracting Authority for this Request for Standing Offer is:

Public Works and Government Services Canada  
**MARIA PIA AGUILERA**  
Supply Officer  
Quebec Region  
Place Bonaventure, South-East Portal, Office 7300

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800 rue de La Gauchetière Ouest, Montréal, Qc, H5A 1L6

mariapia.aguilera@tpsgc-pwgsc.gc.ca

Telephone: (514) 496-3573

Facsimile: (514) 496-3822

The Contracting Authority is responsible for the establishment of the Standing Offer, its administration, and any contractual issues relating to individual call-ups.

2. A Departmental Representative will be identified at time of each individual Call-Up. The Departmental Representative will be responsible for all matters concerning the technical content of the work under the Call-Up.

#### **SI05 QUANTITY**

The amount of work and estimated expenditure specified in the RFSO are only an approximation of requirements given in good faith. The making of an offer by the Offeror shall not constitute an agreement by Canada. Canada may make one or several call-ups against a standing offer.

#### **SI06 PWGSC OBLIGATION**

A RFSO does not commit PWGSC to authorize the utilization of a standing offer or to pay any cost incurred in the submission of offers, or cost incurred in making necessary studies for the preparation thereof, or to procure or contract for any services. PWGSC reserves the right to reject or authorize for utilization any offer in whole or in part, with or without further discussion or negotiation. Canada reserves the right to cancel or amend the RFSO at any time.

#### **SI08 REVISION OF OFFER**

An offer may be revised by letter or facsimile in accordance with "General Instructions to Offerors". The facsimile number for receipt of revisions is (514)496-3822.

#### **SI09 OFFER VALIDITY PERIOD**

1. The offer cannot be withdrawn for the period of (90) days following the RFSO closing date.
2. Canada reserves the right to seek an extension to the offer validity period. Upon notification in writing from Canada, Offerors shall have the option to either accept or reject the proposed extension.
3. If the extension referred to in paragraph 2 of SI09 is accepted, in writing, by all those who submitted offers, then Canada shall continue immediately with the evaluation of the offers and its approvals processes.
4. If the extension referred to in paragraph 2. of SI09 is not accepted in writing by all those who submitted offers then Canada shall, at its sole discretion, either
  - a. continue to evaluate the offers of those who have accepted the proposed extension and seek the necessary approvals; or

b. cancel the invitation to tender.

5. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI09 "General Instructions to Offerors".

## **SI10 SECURITY RELATED REQUIREMENTS**

1. NIL security screening required, no access to sensitive information or assets. Contractor personnel will be escorted in specific areas of the facility / site as and where required by Correctional Service Canada personnel or those authorized by CSC to do so on its behalf.
2. Contractor personnel shall submit to a local verification of identity / information by Correctional Service Canada, prior to admittance to the facility / site. Correctional Service Canada reserves the right to deny access to any facility / site part thereof of any Contractor personnel, at any time.

## **SI11 WEB SITES**

The connection to some of the Web sites in the solicitation documents is established by the use of hyperlinks. The following is a list of the addresses of the Web sites:

Buy and Sell <https://www.achatsetventes-buyandsell.gc.ca>

Canadian economic sanctions <http://www.international.gc.ca/sanctions/index.aspx?lang=eng>

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf>

Standard Acquisition Clauses and Conditions (SACC) Manual

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

PWGSC, Industrial Security Services <Http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>

PWGSC, Code of Conduct and Certifications

<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>

PWGSC Consent to a Criminal Record Verification (PWGSC-TPSGC 229)

<Http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/229.pdf>

## GENERAL INSTRUCTIONS TO OFFERORS (GI)

### GI01 CODE OF CONDUCT AND CERTIFICATIONS - OFFER

1. Offerors must comply with the Code of Conduct for Procurement In addition to the Code of Conduct for Procurement, offerors must a) respond to Requests for Standing Offers (RFSO) in an honest, fair and comprehensive manner, b) accurately reflect their capacity to satisfy the requirements stipulated in the RFSOs, Standing Offers and resulting contracts, c) submit offers and enter into contracts only if they will fulfill all obligations of the Contract.
2. Offerors further understand that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences will render them ineligible to be issued a Standing Offer and awarded a contract. Canada will declare non-responsive any offer in respect of which the information herein requested is missing or inaccurate, or in respect of which the information contained in the certifications specified hereinafter is found to be untrue, in any respect, by Canada. If it is determined, after issuance of a Standing Offer, that the Offeror made a false declaration, Canada will have the right to set aside the Standing Offer and to terminate for default any resulting contracts. The Offeror will be required to diligently maintain up-to-date the information herein requested. The Offeror and any of the Offeror's affiliates will also be required to remain free and clear of any acts or convictions specified herein during the period of any Standing Offer arising from this RFSO and any call-ups made against the Standing Offer.
3. For the purpose of this section, everyone, including but not limited to organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies and subsidiaries, whether partly or wholly-owned, as well as individuals and directors, are Offeror's affiliates if:
  - a. directly or indirectly either one controls or has the power to control the other, or
  - b. third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions specified in this section which has the same or similar management, ownership, or principal employees, as the case may be.
4. Offerors who are incorporated, including those submitting offers as a joint venture, must provide with their offer or promptly thereafter a complete list of names of all individuals who are currently directors of the Offeror. Offerors submitting offers as sole proprietorship, including those submitting offers as a joint venture, must provide with their offer or promptly thereafter the name of the owner. Offerors submitting offers as societies, firms, or partnerships do not need to provide lists of names. If the required names have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply will render the offer non-responsive. Providing the required names is a mandatory requirement for a Standing Offer to be issued.

Canada may, at any time, request that an Offeror provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or



all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the offer being declared non-responsive.

5. The Offeror must diligently maintain an up-to-date list of names by informing Canada in writing of any change occurring during the validity period of the offer as well as during the period of any Standing Offer arising from this RFSO and any call-ups made against the Standing Offer. The Offeror must also, when so requested, provide Canada with the corresponding Consent Forms.
6. By submitting an offer, the Offeror certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Offeror, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties.
7. By submitting an offer, the Offeror certifies that neither the Offeror nor any of the Offeror's affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Standing Offer and any call-ups made against the Standing Offer if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act.
8. By submitting an offer, the Offeror certifies that no one convicted under any of the provisions under a) or b) are to receive any benefit under a Standing Offer arising from this RFSO and any call-ups made against the Standing Offer. In addition, the Offeror certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the Offeror nor any of the Offeror's affiliates has ever been convicted of an offence under any of the following provisions:
 

Paragraph

  - a. 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Financial Administration Act, or
  - b. section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against Her Majesty or section 418 (Selling defective stores to Her Majesty) of the Criminal Code of Canada, or
  - c. section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the Criminal Code of Canada, or
  - d. section 45 (Conspiracies, agreements or arrangements between competitors), 46 (Foreign directives) 47 (Bid rigging), 49 (Agreements or arrangements of federal financial institutions), 52 (False or misleading representation), 53 (Deceptive notice of winning a prize) under the Competition Act or,
  - e. section 239 (False or deceptive statements) of the Income Tax Act, or
  - f. section 327 (False or deceptive statements) of the Excise Tax Act, or
  - g. section 3 (Bribing a foreign public official) of the Corruption of Foreign Public Officials Act, or
  - h. section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the Controlled Drugs and Substance Act.

9. In circumstances where a criminal pardon or a record suspension has been obtained, or capacities have been restored by the Governor in Council, the Offeror must provide with its offer or promptly thereafter a copy of confirming documentation from an official source. If such documentation has not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply will render the offer non-responsive
10. Offerors understand that Canada may contract outside of the present solicitation process with a supplier who has been convicted of an offense enumerated under c) to h) of the paragraph hereinabove, or who is affiliated with someone who has been convicted of an offense enumerated under c) to h) of the paragraph hereinabove, when required to do so by law or legal proceedings, or when Canada considers it necessary to the public interest for reasons which include, but are not limited to:
- Only one person is capable of performing the contract;
  - Emergency;
  - National security;
  - Health and safety;
  - Economic harm.
  -
- Canada reserves the right to impose additional conditions or measures to ensure the integrity of the procurement process.

## **GI02 COMPLETION OF OFFER**

1. The offer shall be
  - a. Submitted in accordance with the instructions contained in the RFSO;
  - b. correctly completed in all respects;
  - c. signed by a duly authorized representative of the Offeror; and
  - d. accompanied by any other document or documents specified elsewhere in the RFSO where it is stipulated that said documents are to accompany the offer.
2. Any alteration to the pre-printed or pre-typed sections of the Price Proposal Form, or any condition or qualification placed upon the offer shall be cause for disqualification. Alterations, corrections, changes or erasures made to statements or figures entered on the Price Proposal Form by the Offeror shall be initialled by the person or persons signing the offer. Alterations, corrections, changes or erasures that are not initialled shall be deemed void and without effect.
3. Unless otherwise noted elsewhere in the RFSO, facsimile copies of offers are not acceptable.

## **GI03 IDENTITY OR LEGAL CAPACITY OF THE OFFEROR**

In order to confirm the authority of the person or persons signing the offer or to establish the legal capacity under which the Offeror proposes to enter into Contract, any Offeror who carries on business in other than its own personal name shall, if requested by Canada, provide satisfactory proof of

- a. such signing authority; and
- b. the legal capacity under which it carries on business;

prior to contract award. Proof of signing authority may be in the form of a certified copy of a resolution naming the signatory(ies) that is (are) authorized to sign this offer on behalf of the corporation or partnership. Proof of legal capacity may be in the form of a copy of the articles of incorporation or the registration of the business name of a sole proprietor or partnership.

#### **GI04 APPLICABLE TAXES**

"Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013.

#### **GI05 CAPITAL DEVELOPMENT AND REDEVELOPMENT CHARGES**

Building permits fees (if applicable) will be applied to call-ups. The Offeror shall not include any monies in the offer amount for special municipal development, redevelopment or other fees or charges which a municipal authority may seek as a prerequisite to the issuance of building permits.

#### **GI06 LISTING OF SUBCONTRACTORS AND SUPPLIERS**

Notwithstanding any list of Subcontractors that the Offeror may be required to submit as part of the offer, the Offeror shall, within forty-eight (48) hours of receipt of a notice to do so, submit all information requested in the said notice including the names of Subcontractors and Suppliers for the part or parts of the Work listed. Failure to do so shall result in the disqualification of its offer.

#### **GI07 SUBMISSION OF OFFER**

1. Canada requests that offerors provide their offer in separately bound sections as follows:
  - Price proposal form (1) hard copy
2. Canada requests that Offerors follow the format instructions described below in the preparation of their offer.
  - a. use 216 mm x 279 mm (8.5 x 11 inch) paper;
  - b. use a numbering system that corresponds to that of the Request for Standing Offers;
3. The offer envelope shall be addressed and submitted to the office designated on the Front Page "Request for Standing Offer" for the receipt of the offers. The offer must be received on or before the date and time set for solicitation closing. Prior to submitting the offer, the Offeror shall ensure that the following information is clearly printed or typed on the face of the offer envelope:
  - a. Solicitation Number
  - b. Name of Offeror;
  - c. Return address; and
  - d. Closing Date and Time.

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4. The Price Proposal Form, and any required associated document(s), shall be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of the envelope:
    - a. PRICE PROPOSAL FORM;
    - b. Solicitation Number; and
    - c. Name of Offeror.
  5. The offer shall be in Canadian currency. Exchange rate fluctuation protection is not offered. Any request for exchange rate fluctuation protection shall not be considered.
  6. Timely and correct delivery of offers is the sole responsibility of the Offeror.

#### **GI08 REVISION OF OFFER**

1. 1An offer submitted in accordance with these instructions may be revised by letter or facsimile provided the revision is received at the office designated for the receipt of offers, on or before the date and time set for the closing of the solicitation. The letter or facsimile shall on the Offeror's letterhead or bear a signature that identifies the Offeror.
2. A revision to an offer that includes unit prices must clearly identify the change(s) in the unit price(s) and the specific item(s) to which each change applies.

#### **GI09 REJECTION OF OFFER**

1. Canada may accept any offer, whether it is the lowest or not, or may reject any or all offers.
2. Without limiting the generality of paragraph 1. of GI09, Canada may reject an offer if any of the following circumstances is present:
  - a. the Offeror's bidding privileges are suspended or are in the process of being suspended;
  - b. The Offeror's bidding privileges of any employee or subcontractor included as part of the offer are suspended or are in the process of being suspended, which suspension or pending suspension would render that employee or subcontractor ineligible to make an offer on the Work, or the portion of the Work the employee or subcontractor is to perform;
  - c. the Offeror is bankrupt, or where for whatever reason, its activities are rendered inoperable for an extended period;
  - d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Offeror, any of its employees or any subcontractor included as part of its offer;
  - e. evidence satisfactory to Canada that based on past conduct or behavior, the Offeror, a sub-contractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
  - f. with respect to current or prior transactions with Canada
    - i. Canada has exercised, or intends to exercise, the contractual remedy of taking the work out of the contractor's hands with respect to a contract with the Offeror, any of its employees or any subcontractor included as part of its offer; or

- ii. Canada determines that the Offeror's performance on other contracts is sufficiently poor to jeopardize the successful completion of the requirement being offered on.
3. In assessing the Offeror's performance on other contracts pursuant to subparagraph 2.f.i & ii. GI09, Canada may consider, but not be limited to, such matters as:
  - a. the quality of workmanship in performing the Work;
  - b. the timeliness of completion of the Work;
  - c. the overall management of the Work and its effect on the level of effort demanded of the department and its representative; and
  - d. the completeness and effectiveness of the Contractor's safety program during the performance of the Work.
4. Without limiting the generality of paragraphs 1, 2. and 3. of GI09, Canada may reject any offer based on an unfavourable assessment of the
  - a. adequacy of the offer price to permit the work to be carried out and, in the case of an offer providing prices per unit, whether each such price reasonably reflects the cost of performing the part of the work to which that price applies;
  - b. Offeror's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the Contract; and
  - c. Offeror's performance on other contracts.
5. When Canada intends to reject an offer pursuant to a provision of paragraphs 1. 2.3.or 4. of GI09, other than subparagraph 2.a. of GI09, the Contracting Authority will inform the Offeror and provide the Offeror ten (10) days within which to make representations, before making a final decision on the offer rejection.
6. Canada may waive informalities and minor irregularities in offers received if Canada determines that the variation of the offer from the exact requirements set out in the Offer Documents can be corrected or waived without being prejudicial to other offerors

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**GI10 OFFER COSTS**

No payment will be made for costs incurred in the preparation and submission of an offer in response to the offer solicitation. Costs associated with preparing and submitting an offer, as well as any costs incurred by the Offeror associated with the evaluation of the offer, are the sole responsibility of the Offeror.

**GI11 PROCUREMENT BUSINESS NUMBER**

Offerors are required to have a Procurement Business Number (PBN) before contract award. Offerors may register for a PBN in the Supplier Registration Information system on the <https://www.achatsetventes-buyandsell.gc.ca> Website.

**GI12 COMPLIANCE WITH APPLICABLE LAWS**

1. By submission of an offer, the Offeror certifies that the Offeror has the legal capacity to enter into a contract and is in possession of all valid licences, permits, registrations, certificates, declarations, filings, or other authorizations necessary to comply with all federal, provincial and municipal laws and regulations applicable to the submission of the offer and entry into any ensuing call-up for the performance of the work.
2. For the purpose of validating the certification in paragraph 1. of GI12, a Offeror shall, if requested, provide a copy of every valid licence, permit, registration, certificate, declaration, filing or other authorization listed in the request, and shall provide such documentation within the time limit(s) set out in the request.
3. Failure to comply with the requirements of paragraph 2. of GI12 shall result in disqualification of the offer.

**GI13 APPROVAL OF ALTERNATIVE MATERIALS**

When materials are specified by trade names or trademarks, or by manufacturers' or suppliers' names, the offer shall be based on use of the named materials. During the solicitation period, alternative materials may be considered provided full technical data is received in writing by the Contracting Officer at least ten (10) calendar days prior to the solicitation closing date. If the alternative materials are approved for the purposes of the offer, an addendum to the offer documents shall be issued.

**GI14 PERFORMANCE EVALUATION**

1. Offerors shall take note that the performance of the Offeror during and upon completion of the work shall be evaluated by Canada. The evaluation shall be based on the quality of workmanship; timeliness of completion of the work; project management, contract management and management of health and safety. Should the Contractor's performance be considered unsatisfactory, the Contractor's bidding privileges on future work may be suspended indefinitely.
2. The [form PWGSC-TPSGC 2913](#), SELECT - Contractor Performance Evaluation Report Form, is used to record the performance.

**GI15 CONFLICT OF INTEREST - UNFAIR ADVANTAGE**

1. In order to protect the integrity of the procurement process, offerors are advised that Canada may reject an offer in the following circumstances:
  - a. if the Offeror, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the offer solicitation or in any situation of conflict of interest or appearance of conflict of interest;
  - b. if the Offeror, any of its subcontractors, any of their respective employees or former employees had access to information related to the offer solicitation that was not available to other offerors and that would, in Canada's opinion, give or appear to give the Offeror an unfair advantage.
2. The experience acquired by a offeror who is providing or has provided the goods and services described in the offer solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This offeror remains however subject to the criteria established above.
3. Where Canada intends to reject an offer under this section, the Contracting Authority will inform the Offeror and provide the Offeror an opportunity to make representations before making a final decision. Offerors who are in doubt about a particular situation should contact the Contracting Authority before offer closing. By submitting an offer, the Offeror represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Offeror acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.
- 4.

## STANDING OFFER PARTICULARS

### SOP01 GENERAL

1. The Offeror acknowledges that a standing offer is not a contract and that the issuance of a Standing Offer and Call-up Authority does not oblige or commit Canada to procure or contract for any services listed in the Standing Offer.
2. The Offeror offers to provide and deliver to Canada the services described in the Standing Offer, in accordance with the pricing set out in the Request for Standing Offer if, and when the Contracting Authority may request such services, in accordance with the conditions listed at subsection 3 below.
3. The Offeror understands and agrees that:
  - a. a call-up against the Standing Offer will form a contract only for those services which have been called-up, provided that such call-up is made in accordance with the provisions of the Standing Offer;
  - b. Canada's liability is limited to that which arises from call-ups against the Standing Offer made within the period specified in the Standing Offer;
  - c. Canada has the right to procure the services specified in the Standing Offer by means of any other contract, standing offer or contracting method;
  - d. the Standing Offer cannot be assigned or transferred in whole or in part;
  - e. the Standing Offer may be set aside by Canada at any time.

### SOP02 PERIOD OF THE STANDING OFFER

The period for placing call-ups against the Standing Offer shall be for two (2) years commencing from the start date identified on the Standing Offer.

### SOP03 EXTENSION OF STANDING OFFER

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for **two (2) additional one (1) year periods**, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

### SOP04 CALL-UP LIMITATION

Each call-up against the Standing Offer will have a maximum limitation of expenditure of (25,000.00\$) (Applicable Taxes extra).

### SOP05 CALL-UP PROCEDURE



1. For each individual call-up the Offeror will be provided the scope of work and will submit an offer to the Departmental Representative in accordance with the unit rates established under the Standing Offer. The Contractor's offer shall include all of the work as specified including; mobilizing, sub-trades, materials, labour, tools, administration fees and supervision including building permits as per local regulations.
2. The Offeror will be authorized in writing by TPSGC to proceed with the work by issuance of a Call-up against the Standing Offer using form 2829.
3. Any proposed changes to the scope of work are to be discussed with the Departmental Representative but any resulting changes can only be authorized by an amendment issued by the Contracting Authority.

## **SOP06 STANDING OFFER RESPONSIBLES**

### Standing Offer Contracting Authority is:

Maria Pia Aguilera  
 Acquisitions Agent  
 Public Works and Government Services Canada  
 Acquisitions Branch  
 Place Bonaventure  
 800 de la Gauchetière Street West,  
 Southeast Portal, 7<sup>th</sup> floor  
 Montreal, QC  
 Telephone: (514) 496-3573  
 Facsimile: (514) 496-3822  
 E-mail address: mariapia.aguilera@pwgsc-tpsgc.gc.ca

The Contracting Authority is responsible for the establishment and administration of the Standing Offer and it's revision if needed. The Contracting Authority he is responsible for all contractual related questions regarding call-ups.

### Standing Offer Technical Authority is:

The Technical Authority represents the Department or Organisation for which the works are executed within a call-up. The Technical Authority is responsible for all technical related questions regarding call-ups.

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

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

Department: \_\_\_\_\_

Division : \_\_\_\_\_

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

e-mail : \_\_\_\_\_

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The selected contractor for the standing offer is:

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

Contact : \_\_\_\_\_

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

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

e-mail : \_\_\_\_\_

## SUPPLEMENTARY CONDITIONS (SC)

### SC01 SECURITY REQUIREMENTS, DOCUMENT SAFEGUARDING LOCATION

1. NIL security screening required, no access to sensitive information or assets. Contractor personnel will be escorted in specific areas of the facility / site as and where required by Correctional Service Canada personnel or those authorized by CSC to do so on its behalf.
2. Contractor personnel shall submit to a local verification of identity / information by Correctional Service Canada, prior to admittance to the facility / site. Correctional Service Canada reserves the right to deny access to any facility / site part thereof of any Contractor personnel, at any time...

### SC02 LIMITATION OF LIABILITY

GC1.6 of R2810D is deleted and replaced with the following:

GC1.6 Indemnification by the Contractor

1. The Contractor shall indemnify and save Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by Canada or in respect of claims by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor in performing the Work, provided such claims are caused by the negligent or deliberate acts or omissions of the Contractor, or those for whom it is responsible at law.
2. The Contractor's obligation to indemnify Canada for losses related to first party liability shall be limited to:
  - a. In respect to each loss for which insurance is to be provided pursuant to the insurance requirements of the Contract, the Commercial General Liability insurance limit for one occurrence, as referred to in the in the insurance requirements of the Contract .
  - b. In respect to losses for which insurance is not required to be provided in accordance with the insurance requirements of the Contract the greater of the Contract Amount or \$5,000,000, but in no event shall the sum be greater than \$20,000,000.

The limitation of this obligation shall be exclusive of interest and all legal costs and shall not apply to any infringement of intellectual property rights or any breach of warranty obligations.

3. The Contractor's obligation to indemnify Canada for losses related to third party liability shall have no limitation and shall include the complete costs of defending any legal action by a third party. If requested by Canada, the Contractor shall defend Canada against any third party claims.
4. The Contractor shall pay all royalties and patent fees required for the performance of the Contract and, at the Contractor's expense, shall defend all claims, actions or proceedings against Canada charging or claiming that the Work or any part thereof provided or furnished by the Contractor to

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Canada infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in Canada.

5. Notice in writing of a claim shall be given within a reasonable time after the facts, upon which such claim is based, became known.

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## SC03 INSURANCE TERMS

### 1. Insurance Contracts

- a. The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.
- b. 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.

### 2. Period of Insurance

- a. The policies required in the Certificate of Insurance must be in force from the date of contract award and be maintained throughout the duration of the Contract.
- b. The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance

### 3. Proof of Insurance

- a. Before commencement of the Work, and no later than thirty (30) days after acceptance of its bid, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.
- b. Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.

### 4. Insurance Proceeds

In the event of a claim, the Contractor must, without delay, do such things and execute such documents as are necessary to effect payment of the proceeds.

### 5. Deductible

The payment of monies up to the deductible amount made in satisfaction of a claim must be borne by the Contractor.

## CALL-UPS CLAUSES OR RESULTING CONTRACT DOCUMENTS (CD)

1. The following are the call-up's contract documents:

a. The call up against the Standing Offer, including any annexes

b. General Conditions and clauses

GC1	General Provisions	R2810D	(2013-04-25);
GC2	Administration of the Contract	R2820D	(2012-07-16);
GC3	Execution and Control of the Work	R2830D	(2010-01-11);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2550D	(2010-01-11);
GC6	Delays and Changes in the Work	R2860D	(2013-04-25);
GC7	Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
GC8	Dispute Resolution	R2884D	(2008-05-12);
GC9	Insurance	R2590D	(2011-05-16)
GC10	Insurance	R2900D	(2008-05-12);

Allowable Costs for Contract Changes Under GC6.4.1 R2950D (2007-05-25);  
Supplementary Conditions

c. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.

1. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

2. The language of the contract documents is the language of the Price Proposal Form submitted.



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## APPENDIX 3- TECHNICAL SPECIFICATIONS

*(See PDF document attached)*



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## APPENDIX 5 - PRICE PROPOSAL FORM

**ANNEX A** (*See PDF document attached*)

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## APPENDIX 4 - CERTIFICATE OF INSURANCE FORM

*(See PDF document attached)*



Service correctionnel  
Canada

Correctional Service  
Canada



LA SÉCURITÉ,  
LA DIGNITÉ  
ET LE RESPECT  
POUR TOUS

SAFETY, RESPECT  
AND DIGNITY  
FOR ALL

TECHNICAL SPECIFICATIONS

## STANDING OFFER FOR VENTILATION

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CSC file name and number:

Presented by:  
SAINTE-ANNE-DES-PLAINES COMPLEX TECHNICAL SERVICES  
CORRECTIONAL SERVICE CANADA

November 1, 2013

Canada



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### **APPENDIX**

Appendix A.

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## 1. GENERAL REQUIREMENTS

### 1.1. WORK DESCRIPTION

- 1.1.1. This standing offer applies but is not limited to: materials, skilled labour and tools required for sheet metal work services and air conditioning as and when is required.
- a) Archambault Institution  
242 Montée Gagnon  
Sainte-Anne-des-Plaines (Québec) J0N 1H0
  - b) Sainte-Anne-des-Plaines Institution  
244 Montée Gagnon  
Sainte-Anne-des-Plaines (Québec) J0N 1H0
  - c) Regional Treatment Center  
246 Montée Gagnon  
Sainte-Anne-des-Plaines (Québec) J0N 1H0
- 1.1.2. This standing offer is for a period of **two (2) years** with the possibility of **two (2) additional one (1) year periods**.

### 1.2. WORK SCHEDULE

- 1.2.1. Pedestrian and vehicle access varies by institution. The CSC representative shall establish the hours of work based on the type of work. For safety and time optimization reasons, the Contractor may require that its employees bring a meal to eat on the work site.
- 1.2.2. The work week is Monday through Friday from 07:30:00 AM to 04:00:00 PM each day.
- 1.2.3. Work is not permitted on weekends or statutory holidays without the express authorization of the Warden, who must be asked at least seven days in advance.

### 1.3. OVERTIME WORK

- 1.3.1. Authorization from the Warden is required for all overtime work. In addition, 48 hours advance notice is required before the start of any approved overtime work. If overtime is required to complete an urgent task such as pouring concrete or ensuring construction safety, the Contractor shall notify the Warden as soon as the Contractor becomes aware of this necessity and shall then follow the Warden's instructions. Related costs incurred by the Government may be charged to the Contractor.
- 1.3.2. When overtime, weekend, or statutory holiday work must be performed and is authorized by the Warden, the Warden or the person appointed by the Warden shall designate additional supervisory staff. The institution's technical authority may also assign additional staff to inspect the work activities. The Government may claim the related costs.

### 1.4. WORK TIMELINES

- 1.4.1. The Contractor shall commence work no later than 10 working days after a call-up is issued or according to the date indicated on the work order, and shall work diligently until all work is completed.
- 1.4.2. If the work cannot be carried out or is interrupted because of poor weather conditions, the Contractor shall return to the site and carry out the work within 1 day after the return of good weather conditions.

## **1.5. CODES**

- 1.5.1. The Contractor shall complete the work to meet the standards set out in the National Building Code of Canada (NBC) and any other applicable provincial or municipal codes. In the event of any inconsistency or conflict, the stricter standards shall prevail.
- 1.5.2. The Contractor shall complete the work so as to meet all the requirements
  - a) of the contract documents;
  - b) of the standards and codes specified, as well as of other documents cited;
  - c) Federal Halocarbon regulations (2003) (SOR/2003-289);
  - d) Canadian Environmental Protection Act (1999).

## **1.6. DOCUMENTS REQUIRED**

- 1.6.1. The Contractor shall keep a copy of each of the following documents on the work site:
  - a) description of call-up work;
  - b) these specifications;
  - c) authorization for variations;
  - d) Halocarbon certificate for each worker in air conditioning.

## **1.7. WORK SITE VISITS**

- 1.7.1. There shall be no visits under this standing offer.
- 1.7.2. Unless otherwise stipulated by the institution's representative, a site visit shall be required only in the following cases:
  - a) When the first contract is awarded by the institution;
  - b) When a call-up is issued.
- 1.7.3. If a situation arises in which a site visit is needed for a subsequent call-up, a request shall be submitted. For institutional security reasons, site visits shall be conducted at specific times determined in consultation with the Technical Authority.
- 1.7.4. The Contractor shall refrain from justifying errors, omissions, or imperfections in the work by attributing them to existing conditions and particularities.

## **1.8. CONTRACTOR'S USE OF SITE**

- 1.8.1. The Contractor shall refrain from unnecessarily cluttering the site with materials and equipment.

1.8.2. The Contractor shall ensure CSC staff and vehicles access to the site at all times.

1.8.3. The Contractor shall comply with existing authorities. Within five (5) working days, the Contractor shall submit procedures that are to be implemented during the project for approval by the institution's works department representative. These procedures include the work schedule and temporary traffic and security measures.

1.8.4. The Contractor shall have any vehicles that could be damaged during the work moved. In the event that one or more vehicles or other items on the site are damaged, the Contractor shall have them repaired or replaced by authorized professionals, to the satisfaction of the CSC Technical Authority.

#### **1.9. SIGNALLING DEVICES**

1.9.1. The Contractor shall provide, install, and maintain temporary signalling devices.

#### **1.10. LOCATION OF VARIOUS TYPES OF DEVICES AND EQUIPMENT**

1.10.1. The locations of the various types of surface and underground devices and equipment indicated in the drawings or specified shall be considered approximate.

1.10.2. When required by the institution's works department representative, the Contractor shall submit location plans indicating the relative positions of the various types of equipment and systems found in the work area.

#### **1.11. PATCHING**

1.11.1. The Contractor shall resurface any items damaged during the work. Patch surfaces damaged by heavy equipment.

#### **1.12. ADDITIONAL DRAWINGS**

1.12.1. The institution's works department representative may provide the Contractor with additional drawings for clarification. These additional drawings shall have the same significance and scope as if they were included in the contract documents.

1.12.2. On-site measurements shall be transcribed onto drawings to facilitate the interpretation of the dimensions of the surfaces to be worked on.

**END OF SECTION 01 14 00**

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## **2. CSC SECURITY**

### **2.1 PURPOSE**

- 2.1.1 To ensure that the work and institutional activities are carried out smoothly with no undue delays and that institutional security is maintained at all times.

### **2.2 DEFINITIONS**

- 2.2.1 "prohibited items":
- a) Intoxicants, including alcohol, drugs and narcotics;
  - b) A weapon or a component thereof, ammunition, or anything that is designed to kill, injure or disable a person or that can be assembled or modified for such purposes, possessed without prior authorization;
  - c) an explosive or a bomb or a component thereof,
  - d) amount of money: The Corrections and Conditional Release Regulations (SOR-620) limits the amount of money allowed to \$25 in a medium-security institution.
  - e) Any other item that could jeopardize the security of the penitentiary or the safety of persons, when that item is possessed without prior authorization;
  - f) Telecommunication devices;
  - g) Tobacco products and associated products (including, but not limited to, cigarettes, cigars, tobacco, chewing tobacco, cigarette-making machines, matches and lighters) are considered unauthorized items.
- 2.2.2 "commercial vehicle": Vehicle intended for the transportation of material, equipment or tools necessary for the work;
- 2.2.3 "CSC": Correctional Service of Canada.
- 2.2.4 "Warden": Warden or Superintendent of the institution, as the case may be.
- 2.2.5 "Construction Personnel" Personnel of the Contractor, one of the Subcontractors, equipment operators, transporters or suppliers of materials, inspection or evaluation agencies, or regulatory bodies;
- 2.2.6 "Engineer": Project Manager, from Public Works and Government Services Canada;
- 2.2.7 "perimeter": Area of the institution surrounded by fencing or walls, preventing the free movement of inmates.
- 2.2.8 "construction site": Area in which the Contractor is authorized to work, as indicated in the project plans. It may be isolated from the institution's security perimeter.

### **2.3 PRELIMINARY MEASURES**

- 2.3.1 Prior to starting the work, the Contractor must meet with the Warden or the Warden's representative to:
- a) discuss the nature and the scope of the work;
  - b) establish mutually-acceptable security measures, in accordance with this directive and the specific needs of the institution.



- 2.3.2 The Contractor shall:
- a) be sure to inform Construction Personnel of the security requirements;
  - b) ensure that the security requirements are always posted in plain view on the site;
  - c) work with institutional staff to ensure that Construction Personnel comply with the security requirements.

## **2.4 CONSTRUCTION PERSONNEL**

- 2.4.1 Submit a list of the names and birth dates of all personnel scheduled to work on the institution's grounds to the Warden, as well as each of their completed security clearance forms.
- 2.4.2 Allow two (2) weeks for the security clearance requests to be processed. No personnel will be admitted to the institution without valid security clearance and an identification card with a recent photo, such as a provincial driver's licence. Security clearance is issued for each specific CSC institution.
- 2.4.3 The Warden may require that personnel be photographed so that pictures of their faces can be posted at appropriate spots throughout the institution or entered into a database for identification purposes. The Warden may also require that Construction Personnel prominently display photo identification on their clothing when they are within the institutional perimeter.
- 2.4.4 If there are reasons to believe that an individual may pose a security risk, any such individual will be refused entry to institutional premises.
- 2.4.5 Individuals will be immediately removed from institutional premises if:
- a) they appear to be under the influence of alcohol, drugs or narcotics;
  - b) they behave in an abnormal or disorderly manner;
  - c) they are in possession of prohibited items.

## **2.5 VEHICLES**

- 2.5.1 All individuals who leave a vehicle unattended on CSC premises must close the windows and lock the doors and the trunk. The owner of the vehicle or the employee of the company that owns it must ensure that the keys are kept in their personal possession. The institution may require that all vehicles and motorized equipment be equipped with a device that allows for locking the fuel cap.
- 2.5.2 The Warden can limit the number and type of vehicles permitted on the grounds of the institution at any time.
- 2.5.3 Those delivering the materials needed for the project are required to have security clearance.
- 2.5.4 If the Warden allows trailers to be left within the institution's security perimeter, the doors and windows must always be closed and locked when they are left unattended. Windows must be equipped with expanded metal guards.

## **2.6 PARKING**

- 2.6.1 The Warden designates authorized parking areas for vehicles. If individuals park elsewhere, their vehicle may be towed.

## **2.7 SHIPMENTS**

- 2.7.1 All shipments of material, equipment or tools for the work must be addressed to the Contractor to clearly distinguish them from shipments for the institution. The Contractor must ensure that Construction Personnel are on site to receive deliveries, as CSC staff will accept **no** deliveries of materials, equipment or tools intended for the construction project.

## **2.8 COMMUNICATION DEVICES**

- 2.8.1 Any telephones, fax machines or computers with an Internet connection must be approved by the Warden.
- 2.8.2 The Warden must ensure that the phones, fax machines and computers equipped with Internet connections are not installed in areas to which inmates have access. Access to computers must be protected by a password, preventing unauthorized personnel from connecting to the Internet.
- 2.8.3 Cellular or digital cordless phones, including (but not limited to) text messaging devices, pagers, BlackBerrys, and telephones used as two-way radios are prohibited in the institution without the express authorization of the Warden. Even when cellular phones are permitted, they are not to be used by inmates at any time.
- 2.8.4 The Warden may approve the use of two-way radios.

## **2.9 TOOLS AND EQUIPMENT**

- 2.9.1 Keep a comprehensive list of the tools and equipment used during the work. Submit the list for inspection when necessary. Keep an updated list of the tools and equipment used throughout the project.
- 2.9.2 Never leave tools unattended, particularly mechanical tools, tools with cartridges, cartridges, files, saw blades, rod saws, wires, cords, ladders and any item used for lifting (jacks, cylinders, etc.).
- 2.9.3 Store tools and equipment in a secure, authorized location.
- 2.9.4 Lock all toolboxes after use. The Contractor's employees must keep the keys with them at all times. Assemble and lock scaffolding before it is erected; once erected, scaffolding must be secured to the satisfaction of the institutional representative.
- 2.9.5 Notify the Warden immediately if any tools or equipment have been lost or have disappeared.
- 2.9.6 The Warden must ensure that security staff checks the Contractor's tools and equipment based on the list provided by the Contractor, at the following times:
- a) every day
- 2.9.7 Some tools/equipment, such as cartridges and metal blades are items that require very close supervision. At the beginning of the day, the Contractor will

be given a sufficient number of these items for one (1) day's work. Used blades/cartridges are handed in to the Warden's representative at the end of each day.

- 2.9.8 If propane or natural gas is used as a heat source for the work, the institution requires that a member of its personnel supervise the work outside of regular working hours.

## **2.10 KEYS**

- 2.10.1 The Contractor must ask the supplier or the company that installs the security devices to submit keys for these devices directly to the institution (to the Security Maintenance Officer, specifically).
- 2.10.2 The Security Maintenance Officer will give the Contractor a receipt for the keys.
- 2.10.3 The Contractor will submit a copy of the receipt to the Technical Authority.
- 2.10.4 During the work, the Contractor will use regular cylinders in regular locks.
- 2.10.5 The Contractor will give its employees (and those of the SubContractor, if necessary) instructions on the safe storage of keys used during the work.
- 2.10.6 At the end of each phase of the work, the CSC Representative, in collaboration with the locksmith, must:
- a) establish the lock installation plan;
  - b) receive the keys and cylinders for the institution's locks directly from the locksmith;
  - c) remove and return cores used during the work and have permanent cores installed in the institution's locks.
- 2.10.7 Once the security locks are installed, the CSC officers who escort Construction Personnel must obtain keys from the Security Maintenance Officer to open doors according to the Contractor's needs. The Contractor must inform Construction Personnel that only the CSC officers escorting them are authorized to use the keys.

## **2.11 SECURITY DEVICES**

- 2.11.1 Submit all uninstalled security devices to the Warden, who will ensure that they are destroyed or stored safely for later use.

## **2.12 PRESCRIPTION MEDICATION**

- 2.12.1 If the Contractor employs individuals who must take prescription medication during the work day, these employees must obtain authorization from the Warden to bring one (1) day's dosage into the institution.

## **2.13 RESTRICTIONS ON TOBACCO USE**

- 2.13.1 Neither Contractors nor Construction Personnel are authorized to smoke inside correctional institutions or within the outdoor perimeter of correctional institutions. They must not have unauthorized tobacco products in their possession within the institutional perimeter.
- 2.13.2 Contractors and Construction Personnel who violate this policy will be asked to stop smoking or to throw out all unauthorized tobacco products immediately.

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Individuals who continue to violate this policy will be asked to leave the institution.

- 2.13.3 Smoking will only be permitted outside the correctional institution's perimeter, in a location designated by the Warden.

## **2.14 CONTRABAND**

- 2.14.1 Firearms, ammunition, explosives, alcohol, drugs and narcotics are prohibited on institutional premises.
- 2.14.2 The Warden must be notified immediately if anyone is found in possession of prohibited items on the work site.
- 2.14.3 The Contractor must be vigilant in monitoring Construction Personnel and the Subcontractor's employees. Individuals found in possession of prohibited items may have their security clearance revoked. If the violation is serious, the company in question may be expelled from the institution for the duration of the work.
- 2.14.4 If firearms or ammunition are found in the vehicle of a Contractor, Subcontractor, supplier, or their personnel, the security clearance of the vehicle's driver will be revoked immediately.

## **2.15 SEARCHES**

- 2.15.1 All individuals and vehicles arriving on the institution's premises may be searched.
- 2.15.2 If the Warden has reason to believe that one of the Contractor's employees is in possession of a prohibited item, the Warden may order a search of that person.
- 2.15.3 The personal belongings of all personnel arriving at the institution may be checked to search for the residue of contraband drugs.

## **2.16 ACCESS TO THE INSTITUTION AND REMOVAL OF VEHICLES**

- 2.16.1 Neither Construction Personnel nor commercial vehicles may be admitted to the institution's premises outside normal working hours without the express authorization of the Warden.

## **2.17 VEHICLE TRAFFIC**

- 2.17.1 Vehicles may be escorted on and off the institution's premises through the vehicular access gate during the following periods, indicated in section 01 14 00.
- 2.17.2 Vehicles may not leave the institution until an inmate count has been performed.
- 2.17.3 The Contractor must give the Warden twenty-four (24) hours' notice of the arrival of heavy equipment, such as concrete trucks and cranes.
- 2.17.4 Vehicles carrying soil or other detritus deemed impossible to search must constantly be monitored by CSC employees or Commissionaires who report to the Warden.

- 2.17.5 Before a commercial vehicle may be admitted onto the institution's premises, the Contractor or its representative must certify that the vehicle's content is essential to the execution of the work.
- 2.17.6 The Warden may refuse entry to all vehicles carrying materials that he or she believes pose a risk to institutional security.
- 2.17.7 The personal vehicles of Construction Personnel are not allowed within the security fence or walls of medium- or maximum-security institutions without the express permission of the Warden.
- 2.17.8 With prior authorization from the Warden, some equipment may be left on-site overnight or over the weekend. It must be locked and its batteries removed. The Warden may require that equipment be chained and padlocked to another solid object.

## **2.18 CONSTRUCTION EMPLOYEE TRAFFIC ON INSTITUTIONAL PREMISES**

- 2.18.1 Subject to proper institutional security, the Warden will give the Contractor and Construction Personnel as much freedom of movement and autonomy as possible.
- 2.18.2 The previous paragraph notwithstanding, the Warden may:
  - a) prohibit access to sections of the institution;
  - b) require that Construction Personnel be accompanied by a CSC security officer in designated sections for the duration of the work or during certain periods.
  - c) require that all personnel remain on-site during coffee/health and lunch breaks, but they are not authorized to eat in the Correctional Officers' break room or lunch room.

## **2.19 MONITORING AND INSPECTION**

- 2.19.1 CSC security staff monitors and inspects activities and related employee and vehicle traffic to ensure that established security standards are being followed.
- 2.19.2 At the start and throughout the duration of the work, CSC staff must be sure to convey to Construction Personnel the necessity of monitoring and inspections.

## **2.20 WORK STOPPAGE**

- 2.20.1 At any time, the Warden may ask the Contractor, Construction Personnel, Sub-Contractors and any construction employees not to enter the construction site or to leave immediately because a security incident is in progress in the institution. The site supervisor designated by the Contractor must note the name of the employee issuing the request and the time, and comply with the order as soon as possible.
- 2.20.2 The Contractor must notify the Engineer of the work stoppage within twenty-four (24) hours.

## **2.21 CONTACT WITH INMATES**

- 2.21.1 It is prohibited to enter into contact with inmates, speak to them, give them

anything or accept anything from them without specific authorization. Anyone who violates this order will be expelled from the site and have their security clearance revoked.

- 2.21.2 It is prohibited to photograph inmates or CSC employees. It is also prohibited to photograph sectors of the institution when such photography is not required for the execution of the contract.

## **2.22 COMPLETION OF THE WORK**

- 2.22.1 Unless otherwise indicated in the contract, once the work is completed or the facilities have been taken over, the Contractor must remove all materials, tools and equipment from the institution.

**END OF SECTION 01 35 13**

### **3. TECHNICAL REQUIREMENTS**

#### **3.1. SECTION CONTENT**

- 3.1.1. This section describes technicians' services.

#### **3.2. WORK DESCRIPTION**

- 3.2.1. The standing offer includes the work listed below. The following list is not necessarily exhaustive and does not negate the contractor's obligation to fully complete the project according to the trade practices, intentions and general principles, as described further on in this specification.
- 3.2.2. The Contractor must be able to manufacture, install and repair ventilation units, (ducts and flaps, etc.)
- 3.2.3. The Contractor must be able to inspect, repair or replace an air conditioning system or one of its components.
- 3.2.4. The Contractor must be able to conduct annual leak tests on the air conditioning systems based on the laws in force.

#### **3.3. PERMITS AND REGULATIONS**

- 3.3.1. The Contractor shall comply with all the legislation and regulations related to the work at the federal, provincial and municipal levels, as if they were working for someone other than the Crown.
- 3.3.2. The Contractor shall pay for all permits, certificates and licences required to carry out the work. At the request of the Technical Authority, the Contractor shall provide proof of meeting the legal obligations relating to said permits, certificates and licences.

#### **3.4. CALL-UP AWARD**

- 3.4.1. All call-ups shall begin with a work appraisal and appear on a preliminary assessment sheet.
- 3.4.2. After the CSC requests a call-up, the Contractor must, at the CSC's request, evaluate the scope of the work.
- 3.4.3. Subsequent commands to the Offer must not exceed 25 000.00\$ (Goods and Services Tax or Harmonized Sales excluded).
- 3.4.4. The Contractor's representatives that carry out the work shall fill out the worksheet provided by CSC at the end of every work day, taking care to complete every section. The number of hours indicated on the worksheet shall



## TECHNICAL REQUIREMENTS

be verified and approved by the Technical Authority. The representatives shall obtain the Technical Authority's signature to validate the document.

- 3.4.5. The worksheets shall be submitted at the end of every work day.
- 3.4.6. The invoice must be detailed and justified by valid worksheets.
- 3.4.7. The Contractor shall advise the Technical Authority when work progress reaches 75%. Should the Contractor believe that the preliminary assessment will be exceeded, it shall inform the Technical Authority when progress reaches 75% or beforehand. If the Contractor fails to submit a progress report, intentionally or unintentionally, hours that have not been approved cannot be billed.
- 3.4.8. Any delays that may incur additional costs for CSC may be debited from the Contractor's account.
- 3.4.9. Any replacement must demonstrate similar skills and meet all of the mandatory criteria of the call for tenders. However, no cessation of obligations and responsibilities related to the contractual obligations (liability insurance) will be permitted.
- 3.4.10. For the duration of the Administrative Agreement, CSC will guarantee 3 hours for each service call. Time paid shall be calculated based on arrival and departure times at the institution.
- 3.4.11. No transport costs or allowance for gasoline will be billable.
- 3.4.12. Payment for services rendered shall be based on the unit rates presented in the tender form and issued upon receipt of the invoices.
- 3.4.13. Any changes made after this bid will not affect the established rates.

**3.5. SERVICE CALLS FOR EMERGENCY WORK**

- 3.5.1. For emergency work, the contractor shall begin the work within 3 hours of receiving confirmation by phone or other means from the technical authority or as soon as possible.
- 3.5.2. The Contractor shall provide an emergency phone number where they can be reached and must be available 24/7.
- 3.5.3. The Contractor shall provide the qualified labour, parts, materials, tools, and equipment necessary to carry out emergency work.
- 3.5.4. There is a difference between emergency work and planned work performed outside of business hours:



## TECHNICAL REQUIREMENTS

- 3.5.5. "Emergency work" is defined as a service call made by the institution requiring the contractor's immediate mobilization with less than 24 hours' notice, regardless of the rate period during which the work is carried out.
- 3.5.6. "Planned work" is defined as a service call made by the institution with at least 24 hours' notice. The call-up award protocol described in paragraph 1.6 of this section can be applied in its entirety.
- 3.5.7. The rate for an emergency service call can only be applied to that service.
- 3.5.8. For the duration of the administrative agreement, CSC will guarantee 3 hours for each emergency service call. Time paid shall be calculated based on arrival and departure times at the institution.

**3.6. EMERGENCY PROCEDURE**

- 3.6.1. In case of a technical emergency during the project: the contractor shall immediately inform the technical authority of the situation and try to limit the damage as much as possible while making sure that no lives are endangered.
- 3.6.2. The contractor shall inform the technical authority and wait for instructions before carrying out additional work that may incur costs for CSC.

**3.7. EXISTING NETWORKS**

- 3.7.1. When work requires connecting to existing networks, the contractor shall carry it out during the hours established by the technical authority to avoid disrupting institutional activities and operations as much as possible.
- 3.7.2. The contractor shall submit the work schedule to the CSC technical authority and obtain approval at least 48 hours in advance for any stoppage or disruption of existing networks or services. Stoppages must be carried out in accordance with the approved schedule and with advance notice to the technical authority. A written plan of work may be required by CSC before work. Procedures zero energy are under the contractor responsibility.

**3.8. PROVISION OF TOOLS**

- 3.8.1. All the tools needed to complete the work mentioned must be provided free of charge.
- 3.8.2. List of minimum equipment and materials that the contractor must have when it comes to the institution.

**3.8.3. SERVICE TRUCK:**

- a) 24-foot ladder
- b) 6, 8 and 10-foot stepladder
- c) Hilti hammer drill, 3/16" to 2"
- d) cordless drill
- e) portable band saw
- f) power saw
- g) 1/2 electric drill
- h) basic toolbox with a standard and metric key set
- i) pipe wrenches, monkey wrenches, ratchet wrenches, socket set, screwdriver, etc.
- j) Sheet metal scissors
- k) Sweeper
- l) Refrigerant gauge R-22, R-134a et R-410
- m) vacuum pump
- n) refrigerant leak detector
- o) multimeter
- p) bottle of recuperation of refrigerant
- q) electronic balance
- r) particles detector

**3.9. MATERIEL SHEET METAL WORK**

- a) Strut channels in feet size 7/8" and 1-5/8"
- b) Various suspension materials
- c) Any other sheet metal work materials required to carry out the work and repairs.

Also, it must be able to provide, on request, any other materials and the number of technicians and apprentices required to carry out emergency work within three (3) hours so that inmates and staff do not have to move.

**3.10. MATERIEL AIR CONDITIONING**

- a) Refrigerants R-22, R-134a and R-410
- b) Control fuses
- c) Any other air conditioning work materials required to carry out the work and repairs.

## TECHNICAL REQUIREMENTS

Also, it must be able to provide, on request, any other materials and the number of technicians and apprentices required to carry out emergency work within three (3) hours so that inmates and staff do not have to move.

**3.11. LABOUR**

- 3.11.1. The Contractor must be able to provide more than one work team at a time, if necessary.

**3.12. QUALITY ASSURANCE**

The Contractor shall provide a copy of its current license from the Régie du Bâtiment du Québec (RBQ) in the categories for making such works, as minimally the following categories:

- 15.8 Ventilation
- 15.10 Refrigeration contractor

**3.13. FEES AND EXPENSES**

- 3.13.1. ONLY those expenses invoiced at the above bid rates shall be paid. Bid rates include EVERYTHING that is necessary to perform the work in accordance with expected services. This includes but is not limited to administration fees and expenses; profit; transportation of labour, equipment and materials; and any other necessary service delivery expenses.

**3.14. HOURLY RATES**

- 3.14.1. ONLY those services actually rendered shall be paid for. Hourly rates apply to on-site productive work time, which includes but is not limited to mobilization, demobilization and clean-up. Hourly rates do not apply to meal times or unauthorized breaks. No payment shall be made for travel time to the site. In other words, time paid shall be calculated based on arrival and departure times at the institution.

**3.15. INSPECTION AND ACCEPTANCE OF WORK**

- 3.15.1. The Contractor shall complete the work satisfactorily, with diligence, and according to trade practices. Any call-up work or small-scale project order falling under this Administrative Agreement shall be subject to inspection and acceptance by the Technical Authority.

**3.16. SECURITY CONTROL**

- 3.16.1. The Contractor cannot leave the work site without notifying the CSC technical authority.

**END OF SECTION 22 10 00**



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# APPENDIX A



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### TENDER SHEET

Sainte-Anne-des-Plaines (Quebec)

Standing Offer: Ventilation

**Firm Period - Firm Two (2) Years**

Item	Description	Unit of measurement	Unit price	Estimated quantity	Total price
1	Ventilation technician during regular hours with tools <b>(8:00 to 16:30)</b>	\$/hour	\$ _____ —	250 hours per 2 years	\$ _____
2	Ventilation technician helper during regular hours with tools <b>(8:00 to 16:30)</b>	\$/hour	\$ _____ —	200 hours per 2 years	\$ _____
3	Ventilation technician outside regular hours with tools <b>(16:30 to 08:00 Monday to Saturday)</b>	\$/hour	\$ _____ —	30 hours per 2 years	\$ _____
4	Ventilation technician helper outside regular hours with tools <b>(16:30 to 08:00 Monday to Saturday)</b>	\$/hour	\$ _____ —	30 hours per 2 years	\$ _____
5	Ventilation technician outside regular working hours with tools <b>(Sunday and statutory holidays)</b>	\$/hour	\$ _____ —	10 hours per 2 years	\$ _____
6	Ventilation technician helper outside regular working hours with tools <b>(Sunday and statutory holidays)</b>	\$/hour	\$ _____ —	10 hours per 2 years	\$ _____
7	Percentage % on parts and materials	%		50 000.00\$	
<b>Estimated total price</b> <i>*Estimated quantities are provided as a reference for bid evaluation purposes.</i>					\$ _____

#### Hourly rates:

ONLY those services actually rendered shall be paid for. Hourly rates apply to on-site productive work time, which includes but is not limited to mobilization, demobilization and clean-up. Hourly rates do not apply to meal times or unauthorized breaks. No payment shall be made for travel time to the site. In other words, time paid shall be calculated based on arrival and departure times at the institution.

#### Expenses:

ONLY those expenses invoiced at the above bid rates shall be paid. Bid rates include EVERYTHING that is necessary to perform the work in accordance with expected services. This includes but is not limited to administration fees and expenses; profit; transportation of labour, equipment and materials; and any other necessary service delivery expenses.

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## TENDER SHEET

Sainte-Anne-des-Plaines (Quebec)

Standing Offer: Ventilation

### OPTION 1

Item	Description	Unit of measurement	Unit price	Estimated quantity	Total price
1	Ventilation technician during regular hours with tools ( <b>8:00 to 16:30</b> )	\$/hour	\$ _____ _	100 hours per year	\$ _____
2	Ventilation technician helper during regular hours with tools ( <b>8:00 to 16:30</b> )	\$/hour	\$ _____ _	100 hours per year	\$ _____
3	Ventilation technician outside regular hours with tools ( <b>16:30 to 08:00 Monday to Saturday</b> )	\$/hour	\$ _____ _	15 hours per years	\$ _____
4	Ventilation technician helper outside regular hours with tools ( <b>16:30 to 08:00 Monday to Saturday</b> )	\$/hour	\$ _____ _	15 hours per year	\$ _____
5	Ventilation technician outside regular working hours with tools ( <b>Sunday and statutory holidays</b> )	\$/hour	\$ _____ _	5 hours per year	\$ _____
6	Ventilation technician helper outside regular working hours with tools ( <b>Sunday and statutory holidays</b> )	\$/hour	\$ _____ _	5 hours per year	\$ _____
7	Percentage % on parts and materials	%		25 000.00\$	

#### Estimated total price

*\*Estimated quantities are provided as a reference for bid evaluation purposes.*

\$ \_\_\_\_\_

#### Hourly rates:

ONLY those services actually rendered shall be paid for. Hourly rates apply to on-site productive work time, which includes but is not limited to mobilization, demobilization and clean-up. Hourly rates do not apply to meal times or unauthorized breaks. No payment shall be made for travel time to the site. In other words, time paid shall be calculated based on arrival and departure times at the institution.

#### Expenses:

ONLY those expenses invoiced at the above bid rates shall be paid. Bid rates include EVERYTHING that is necessary to perform the work in accordance with expected services. This includes but is not limited to administration fees and expenses; profit; transportation of labour, equipment and materials; and any other necessary service delivery expenses.

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## TENDER SHEET

Sainte-Anne-des-Plaines (Quebec)

Standing Offer: Ventilation

### OPTION 2

Item	Description	Unit of measurement	Unit price	Estimated quantity	Total price
1	Ventilation technician during regular hours with tools <b>(8:00 to 16:30)</b>	\$/hour	\$ _____ —	100 hours per year	\$ _____
2	Ventilation technician helper during regular hours with tools <b>(8:00 to 16:30)</b>	\$/hour	\$ _____ —	100 hours per year	\$ _____
3	Ventilation technician outside regular hours with tools <b>(16:30 to 08:00 Monday to Saturday)</b>	\$/hour	\$ _____ —	15 hours per years	\$ _____
4	Ventilation technician helper outside regular hours with tools <b>(16:30 to 08:00 Monday to Saturday)</b>	\$/hour	\$ _____ —	15 hours per year	\$ _____
5	Ventilation technician outside regular working hours with tools <b>(Sunday and statutory holidays)</b>	\$/hour	\$ _____ —	5 hours per year	\$ _____
6	Ventilation technician helper outside regular working hours with tools <b>(Sunday and statutory holidays)</b>	\$/hour	\$ _____ —	5 hours per year	\$ _____
7	Percentage % on parts and materials	%		25 000.00\$	
<b>Estimated total price</b> <i>*Estimated quantities are provided as a reference for bid evaluation purposes.</i>					\$ _____

#### Hourly rates:

ONLY those services actually rendered shall be paid for. Hourly rates apply to on-site productive work time, which includes but is not limited to mobilization, demobilization and clean-up. Hourly rates do not apply to meal times or unauthorized breaks. No payment shall be made for travel time to the site. In other words, time paid shall be calculated based on arrival and departure times at the institution.

#### Expenses:

ONLY those expenses invoiced at the above bid rates shall be paid. Bid rates include EVERYTHING that is necessary to perform the work in accordance with expected services. This includes but is not limited to administration fees and expenses; profit; transportation of labour, equipment and materials; and any other necessary service delivery expenses.

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