



RETURN BIDS TO :
RETOURNER LES SOUMISSIONS À :
Bid Receiving - Réception des soumissions:

Ryan Neumann
Chief, Materiel Management
Edmonton Institution
Box 2290
Edmonton, Alberta
T5J 3H7

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

Proposal to: Correctional Service Canada

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

Proposition à: Service Correctionnel du Canada

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

Comments — Commentaires :

Vendor/Firm Name and Address —
Raison sociale et adresse du fournisseur/de
l'entrepreneur :

Telephone # — N° de Téléphone :

Fax # — No de télécopieur :

Email / Courriel : _____

GST # or SIN or Business # — N° de TPS
ou NAS ou N° d'entreprise :

Title — Sujet: GARBAGE & RECYCLING REMOVAL	
Solicitation No. — N° d'invitation 53900-14-1992527	Date: 2014-02-05
Client Reference No. — N° de Référence du Client 53900-14-1992527	
GETS Reference No. — N° de Référence de SEAG	
Solicitation Closes — L'invitation prend fin at / à : 4:00 PM MST on / le : February 26, 2014	
F.O.B. — F.A.B. Plant – Usine: _____ Destination: _____ Other-Autre: _____ EDMONTON INSTITUTION, EDMONTON AB.	
Address Enquiries to — Soumettre toutes questions à: Regional Contracting Specialist	
Telephone No. – N° de téléphone: 306-975-8921	Fax No. – N° de télécopieur: 306-975-6238
Destination of Goods, Services and Construction: Destination des biens, services et construction: EDMONTON INSTITUTION 21611 – MERIDIAN STREET EDMONTON, AB	
Instructions: See Herein Instructions : Voir aux présentes	
Delivery Required — Livraison exigée : See herein	Delivery Offered – Livraison proposée : Voir aux présentes
Name and title of person authorized to sign on behalf of Vendor/Firm Nom et titre du signataire autorisé du fournisseur/de l'entrepreneur	

Name / Nom	Title / Titre

Signature	Date

(Sign and return cover page with bid proposal / Signer et retourner la page de couverture avec la proposition)	



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Correctional Service
Canada

Service correctionnel
Canada

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Statement of Work

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

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, shall be interpreted as a reference to CSC or its Minister.

4. Debriefings

After contract award, 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.

5. Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa-opo@boa.opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.



PART 2 - BIDDER INSTRUCTIONS

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](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) Manual issued by Public Works and Government Services Canada.

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

The 2003 date 2013-06-01 Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 1.4 and 1.5 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, does not form part of and not apply to the bid solicitation. All other subsections of '01 Code of Conduct and Certifications – Bid', form part of and apply to the bid solicitation.

2. Submission of Bids

Bids must be submitted only to Correctional Service Canada (CSC) by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile or email to CSC will not be accepted.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

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

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

1. Bid Preparation Instructions

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

Section I:	Technical Bid:	three (3) hard copies
Section II:	Financial Bid:	one (1) hard copy
Section III:	Certifications:	one (1) hard copy

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

Bidders are requested to submit their Financial Bid in an envelope separate from their technical proposal.

CSC requests that bidders follow the format instructions described below in the preparation of their bid:

- i. use 8.5 x 11 inch (216 mm x 279 mm) paper;
- ii. use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

- i. use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- ii. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

2. Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

3. Section II: Financial Bid

Bidders must submit their financial bid in accordance with the pricing schedule detailed in **Annex B - Proposed Basis of Payment**. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

See Annex B – Proposed Basis of Payment for the Pricing Schedule format.



3.1 Exchange Rate Fluctuation

The requirement does not provide for exchange rate fluctuation protection. C3011T

4. Section III: Certifications

Bidders must submit the certifications required under **Part 5 - Certifications**.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

1.1.1 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.

1.2 Financial Evaluation

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.

2. Basis of Selection

SACC Manual clause A0031T 2010-08-16, Basis of Selection – Mandatory Technical Criteria.



PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

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

1. Certifications Required with the Bid

Bidders must submit the following duly completed certifications with their bid.

1.1 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Human Resources and Skills Development Canada \(HRSDC\) - Labour's](http://www.hrsdc.gc.ca) 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.

1.2 Former Public Servant Certification

Contracts with 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 with FPS, bidders must provide the information required below.

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

Former Public Servant in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above? **YES** () **NO** ()

If so, the Bidder must provide the following information:

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

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **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 reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

Note to Bidders: Bidders are advised that a contract issued to a FPS in receipt of a pension under the *Public Service Superannuation Act* (PSSA) will be identified as such on the CSC Departmental Proactive Disclosure of Contracts internet site.

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Bidder has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

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

1. Security Requirement

No Security Requirement Exist (CPIC Only)

- NIL security screening required as there is no access to sensitive information or assets. Contractor personnel will be escorted in specific areas of the institution/site as and where required by Correctional Service Canada personnel or those authorized by CSC on its behalf. CSC has developed very stringent internal policies to ensure that the security of institutional operations is not compromised.
- Contractor personnel shall submit to a local verification of identity/information through an authorized use of the Canadian Police Information Centre (CPIC) and must adhere to institutional requirements for the conduct of searches by Correctional Service Canada, prior to admittance to the institution/site. Correctional Service Canada reserves the right to deny access to any institution/site or part thereof of any Contractor personnel, at any time.

2. Statement of Work.

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

3. Standard Clauses and Conditions

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

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 shall be interpreted as a reference to CSC or its Minister.

3.1 General Conditions

2010C 2013-06-27 General Conditions - Services (Medium Complexity), apply to and form part of the Contract.

Subsection 27.4 of 2010C, General Conditions – Services (Medium Complexity), will not form part of the Contract. All other subsections of '2010C 27 Code of Conduct and Certifications – Contract', will form part of the Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from **May 1, 2014 to April 30, 2018** inclusive

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:



Regional Contracting Specialist
Contracting & Materiel Services
2313 Hanselman Place
Saskatoon, SK, S7K 3X5
Telephone: (306) 975-8921
Facsimile: (306) 975-6238

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

5.2 Project Authority

The Project Authority for the Contract is:

Name: Randy Perry
Title: Chief, Works & Engineering
Correctional Service Canada
Branch/Directorate: Edmonton Institution
Telephone: 780-472-4911
Facsimile: 780-495-5641
E-mail address: Randy.Perry@csc-scc.gc.ca

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

5.3 Contractor's Representative

The Authorized Contractor's Representative is:

Name: _____
Title: _____
Company: _____
Address: _____

Telephone: _____ - _____
Facsimile: _____ - _____
E-mail address: _____

6. Payment

6.1 Basis of Payment

SACC Manual Clause C0207C 2013-04-25 – Basis of Payment – Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in Annex B for a cost of \$ _____ [Fill in at contract award only.] Customs duties are excluded and Applicable Taxes are extra.



Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.2 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

6.3 Monthly Payments

SACC Manual clause H1008C 2008-05-12 Monthly Payments

6.4 Travel and Living Expenses

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

7. Invoicing Instructions

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.
2. Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

8. Certifications

8.1 Certification of Compliance

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

9. Applicable Laws

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

9.1 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 HRSDC-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 HRSDC will constitute the Contractor in default as per the terms of the Contract.



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 General Conditions 2010C 2013-06-27
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____ (to be inserted at contract award)

11. Insurance Requirements

The Contractor must comply with the insurance requirements specified in 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.

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.
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 Insured: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)



- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. (Contracting officers must insert the applicable options below and renumber accordingly.)
- m. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- o. 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.
- p. For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

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:

- (a) The Contractor warrants that it is not under ownership control of any non-resident entity (ie. Individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other).
- (b) The Contractor shall advise the Minister of any change in ownership control for the duration of the contract.
- (c) 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 shall have the right to treat this Contract as being in default and terminate the contract accordingly.

- (d) 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.

13. Closure of Government Facilities

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.

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.

14. Tuberculosis Testing

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.

14.2 Failure to provide proof of and results of a tuberculin test may result in the termination of the contract.

14.3 All costs related to such testing will be at the sole expense of the Contractor.

15. Compliance with CSC Policies

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.

15.2 Unless otherwise provided in the contract, the Contractor shall obtain all permits and hold all certificates and licenses required for the performance of the Work.

15.3 Details on existing CSC policies can be found at: www.csc-scc.gc.ca or any other CSC web page designated for such purpose.

16. Health and Labour Conditions

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.

16.2 The Contractor shall comply with all laws concerning health and labour conditions applicable to the performance of the Work or part thereof and shall also require compliance of same by all its subcontractors when applicable.



16.3 The Contractor upon any request for information or inspection dealing with the Work by an authorized representative of a Public Entity shall forthwith notify the Project Authority or Her Majesty.

16.4 Evidence of compliance with laws applicable to the performance of the Work or part thereof by either the Contractor or its subcontractor shall be furnished by the Contractor to the Project Authority or Her Majesty at such time as the Project Authority or Her Majesty may reasonably request."

17. Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties for both the process and to bear the cost of such process, assist in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or applicable of a term and condition of this contract. The Office of Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.c.ca.

18. Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the contractor respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and the application of the terms and conditions and the scope of work of this contract are not in dispute. The Office of Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.c.ca.

19. Privacy

19.1 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 shall keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract, and shall not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract.

19.2 All such personal information is the property of Canada, and the Contractor shall have no right in or to that information. The Contractor shall 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 shall have no right to retain that information in any form and shall ensure that no record of the personal information remains in the Contractor's possession.



ANNEX A – Statement of Work

The Correctional Service Canada has a requirement to remove and dispose of garbage and recyclable paper and cardboard from Edmonton Institution and the downtown Grierson Complex. The work will involve the following:

1.1 Background

Edmonton Institution is a maximum security Federal Government Penitentiary located in the Northeast corner of Edmonton off highway 15 at 21611 Meridian St. There is a new addition under construction which will add 96 inmates to the current inmate population of approximately 300. The new addition is scheduled to open on an as-yet-undetermined date in the spring or early summer of 2014.

The Grierson Complex is a Federal Government complex that consists of a minimum security facility as well as a Parole Office located in the downtown area of Edmonton at 9442 101 A Ave.

1.2 Objectives:

Removal and disposal of garbage and recyclable paper and cardboard from Edmonton Institution and Grierson Complex.

1.3 Tasks:

The Contractor must remove and dispose of garbage and recyclable paper and cardboard from Edmonton Institution and Grierson Complex on a set schedule per the specifications below.

GARBAGE COMPONENT

1.3.1 Standard 6-cubic-yard bins with standard two-piece lockable lids to be placed as follows:

One (1) at southeast end of Works & Engineering area Three (3) at south breezeway entrance to Courtyard area One (1) at east end of Corcan Shop area Two (2) at west end, front of Institution by Health Care One (1) at Stores building, located outside the fence Two (2) at New Addition 96-bed unit (under construction not required until it opens in 2014)	Total of eleven (11) 6-cubic-yard bins
One (1) at Grierson Complex 9542 101A Ave., Edmonton	

1.3.2. One (1) **8-cubic-yard** container with a standard two-piece lockable lid. This container must also be modified with a smaller approximately 2' x 2' lockable lid centred along the outer edge of one of the larger two piece lockable lids. This bin will be located on the northeast side at the rear of the Kitchen area.

1.3.3 Collection schedule as follows:



One (1) at southeast end of Works & Engineering area	Once every TWO weeks on Friday
Three (3) at south breezeway entrance to Courtyard area	Three times per week on Monday, Wednesday, Friday
One (1) at east end of Corcan Shop area	Once every TWO weeks on Friday
Two (2) at west end, front of Institution by Health Care	Twice per week on Monday and Wednesday
One (1) at Stores building, located outside the fence	Twice per week on Monday and Wednesday
Two (2) at New Addition 96-bed unit (<u>presently under construction</u>)	Twice per week on Monday and Wednesday
One (1) larger 8-cubic-yard container at east end of Kitchen area	Twice per week on Monday and Friday
One (1) at Grierson Complex 9542 101A Ave., Edmonton	Four times per week on Monday, Tuesday, Thursday, and Friday.

1.3.4 The pickups for both garbage and recycling materials at Edmonton Institution are to be made **between 0100 to 0500 hours** weekdays. Pick up days are to be as listed in the preceding schedule or as agreed to by the Institution and the Contractor.

The pickups at Grierson Complex are to be made during normal working hours.

RECYCLABLE MATERIAL COMPONENT

1.3.5 Standard 6-cubic-yard recycling bins, with standard two-piece lockable lids, for cardboard and paper (mixed). Recycling bins must be identified differently from the garbage bins, to be placed as follows:

two (2) at northeast end outside Kitchen area	Total of six (6) 6-cubic-yard bins Once per week.
one (1) at southeast end of Works & Engineering area	
one (1) at west end, front of Institution by Health Care area	
one (1) at Stores Building, located outside the fence	
one (1) at Grierson Complex 9542 101A Ave., Edmonton	



1.3.6 Recycling bins are to be emptied **once per week**.

Pick up days as agreed to by the Institution and the Contractor.

1.3.7 The pickup vehicle will be required to undergo a Security Inspection and it is required that the truck fully compact each container of garbage before moving to the next container.

1.3.8. The bins at Edmonton Institution will be locked using locks supplied by the Institution. The garbage or recycle truck will be escorted by Institutional Staff who will lock and unlock the bins. The pickup vehicle will be required to undergo a security inspection.

1.3.9. The Contractor will be responsible for all maintenance of the supplied bins. Bins are to be exchanged for clean ones as required; the kitchen bin will be exchanged / sanitized once per month during the summer months.

1.3.10 The Contractor will be responsible for disposal of the garbage and recyclables in an environmentally friendly manner following applicable City, Provincial and Federal regulations and guidelines.

1.3.11 if any special non-scheduled pickups are required, pickup times shall be agreed to by the Institution and the Contractor and these costs shall be invoiced separately.

1.4 Deliverables:

Weighing Of Disposal.

Due to the Sustainable Development Strategy of the Federal Government it is mandatory that the Contractor provide a quarterly report of the weight of the garbage and recycled materials removed. This is to be provided as close as feasible to April 01, July 01, October 01 and January 01.

1.5 Location of work:

a. The Contractor must perform the work at two separate locations - Edmonton Institution 21611 Meridian Street and Grierson Complex 9542 101A Avenue.

b. Travel

No travel is anticipated for performance of the work under this contract.

1.6 Language of Work:

The contractor must perform all work in English.



ANNEX B – Proposed Basis of Payment

1.0 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 shall be paid the all inclusive firm per diem rate(s) below in the performance of this Contract, HST or GST extra.

Monthly costs of rental of bins and garbage pickups are to include set up and removal of bins and all costs associated with waste disposal, including any landfill fees.

If any special non-scheduled pickups are required, these costs shall be invoiced separately.

		All-inclusive Rate 2014-05-01 to 2015-04-30	All-inclusive Rate 2015-05-01 to 2016-04-30	All-inclusive Rate 2016-05-01 to 2017-04-30	All-inclusive Rate 2017-05-01 to 2018-04-30
Edmonton Institution Garbage per month		\$ _____ (Excluding the bins required for new 96 bed unit opening in 2014)	\$ _____ (Including the two (2) bins required for new 96 bed unit opening in 2014)	\$ _____	\$ _____
Edmonton Institution Recycling per month		\$ _____	\$ _____	\$ _____	\$ _____
Grierson Complex Garbage per month		\$ _____	\$ _____	\$ _____	\$ _____
Grierson Complex Recycling per month		\$ _____	\$ _____	\$ _____	\$ _____
	GST	\$ _____	\$ _____	\$ _____	\$ _____
	Overall Monthly Total	\$ _____	\$ _____	\$ _____	\$ _____
Total of overall monthly totals for four years					\$ _____



	2014-05-01 to 2015-04-30	2015-05-01 to 2016-04-30	2016-05-01 to 2017-04-30	2017-05-01 to 2018-04-30
Monthly additional cost of extra bins, per bin, if required.	\$ _____	\$ _____	\$ _____	\$ _____
Additional Pickup cost, per pickup				

	96 Bed unit opening to 2015-04-30			
Additional monthly cost for bins for new 96 bed unit from unit opening to April 30, 2015.	\$ _____			

2.0 HST or GST

- (a) All prices and amounts of money in the contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.
- (b) The estimated HST or GST of \$<To Be Inserted at Contract Award> is included in the total estimated cost shown on page 1 of this Contract. The estimated GST or HST to the extent applicable 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 the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of GST or HST paid or due.

3.0 Invoices

Costs for Edmonton Institution and Grierson Complex respectively, are to be clearly invoiced separately and paid separately by each site.

Invoices are to be submitted to:

Edmonton Institution:

Correctional Service of Canada
Edmonton Institution
P.O. Box 2290
21611 Meridian Street
Edmonton, Alberta T5J 3H7
Attention: Chief Engineering & Maintenance

Grierson Complex:

Correctional Service of Canada
Edmonton Parole Office
9530 101 Ave.
Edmonton, AB
T5H 0B3
Attention: Rob Hugo- Maintenance Engineer



Correctional Service
Canada

Service correctionnel
Canada

Each Invoice should reference the following numbers including the individual financial coding:

Contract no.: 53900-14-1992527

Financial code: 53924-241-00000-240-04585-1-1 (Edmonton Institution)
54024-243-00000.240.04585-1-1 (Grierson Complex)

Commitment no.1992527



Annex C “Evaluation Criteria”

1.0 Technical Evaluation:

The following elements of the proposal will be evaluated and scored in accordance with the following evaluation criteria.

Mandatory Technical Criteria

2.0 Evaluation Criteria:

- 1 In addressing the mandatory and rated evaluation criteria, the Bidder should supplement the information supplied in response to the mandatory and rated evaluation criteria with details outlining the depth and extent of the relevant experience, qualifications and specialized expertise of the proposed resources. All claims with regard to resource experience, qualifications or expertise must be substantiated through the provision of detailed project descriptions of how, when and where the claimed experience, qualifications or expertise were gained. Unsubstantiated claims of experience, qualifications or expertise will not be considered by the evaluation team during evaluation.
- 2 Proposals should include a résumé for each of the proposed resources, which support the skills/expertise being offered. Names and telephone number of business references should be provided which can substantiate the work experience claimed. The Bidder should indicate the location in the proposed resource's résumé of supporting information to substantiate relevant experience for each mandatory and rated evaluation criteria.
- 3 Experience obtained after bid closing will not be considered.
- 4 For evaluation purposes,
 - (a) “where” means the name of the employer as well as the position/title held by the proposed resource;
 - (b) “when” means the start date and end date (e.g. from January, 2000 to March, 2002) of the period during which the proposed resource acquired the qualification/experience; and
 - (c) “how” means a clear description of the activities performed and the responsibilities assigned to the proposed resource under this position and during this period.
- 5 Furthermore, Bidders are also advised that the month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.
- 6 In order to facilitate evaluation of proposals, it is recommended that bidders address, in their proposal, the mandatory and rated criteria in the order in which they appear below, using the numbering outlined below.
- 7 It is imperative that the proposal address each of these criteria to demonstrate that the requirements are met.



MANDATORY TECHNICAL CRITERIA

#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met
M1	Contractor must be able to Pick up at Edmonton Institution between 01:00 and 05:00 hours.		
M2	Contractor must be able to provide one modified 8 yard bin for the kitchen area at Edmonton Institution.		