RETURN BIDS TO : RETOURNER LES SOUMISSIONS À :

Bid Receiving - Réception des soumissions:

Owen Nicholl (21120-16-2116423)

Senior Procurement Officer / Agent principal d'approvisionnement Mailroom, Correctional Service Canada / Salle du courier, Service correctionnel Canada Ground Floor / rez-de-chaussée 340 Laurier Ave West / 340, avenue Laurier Ouest Ottawa, Ontario, K1A 0P9

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 thereof.

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:

Raison	Vendor/Firm Name and Address — Raison sociale et adresse du fournisseur/de l'entrepreneur :				
Teleph	hone # — N° de Téléphone :				
Fax #	— No de télécopieur :				
Email	/ Courriel :				
	# or SIN or Business # — N° de TPa AS ou N° d'entreprise :	S			

Title — Sujet: Refrigeration Truck Rental					
Solicitation No. — Nº. de l'invita		Date:			
21120-16-2116431-B		September 22, 2015			
Client Reference No. — Nº. de R	éférence				
21120-16-2116431-B					
GETS Reference No. — Nº. de R	éférence	e de SEAG			
21120-16-2116431-B					
Solicitation Closes — L'invitatio	n prend	fin			
at /à : 2 :00 PM. EDT (Eastern D	aylight	Time)			
on / le : October 16, 2015					
F.O.B. — F.A.B. Plant – Usine: Destination:		Other-Autre:			
Address Enquiries to — Soumet	tre toute	es questions à:			
Owen.nicholl@csc-scc.gc.ca					
Telephone No. – N° de téléphone:	Fax No	- Nº de télécopieur:			
613-995-0884 Destination of Goods, Services and C	613-992				
Instructions: See Herein Instructions: Voir aux présentes	struction	ı:			
	In II	Office 1 I I was to			
Delivery Required — Livraison exigée: See herein		y Offered – Livrasion ée : Voir aux présentes			
Name and title of person authorized Nom et titre du signataire autorisé d	_				
Name / Nom	Title	/ Titre			
Signature	Date				
(Sign and return cover page with b Signer et retourner la page de couv					

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The Correctional Service of Canada (CSC) has a requirement for the rental of three (3) refrigeration trucks. The Statement of Requirement is detailed in Annex A.

2.1 CSC wishes to award one (1) contract as a result of this solicitation.

3. Revision of Departmental Name

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

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.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 <u>Standard Acquisition Clauses and Conditions</u> (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 (2015-07-03) 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 Integrity Provisions – Bid', form part of and apply to the bid solicitation.

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

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

2. 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. Communications – Solicitation Period

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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (to be inserted upon contract award).

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 (4 hard copies)
Section II: Financial Bid (1 hard copy)

Section III: Certifications and Additional Information (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 <u>Policy on Green Procurement</u> (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

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

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 A – Statement of Requirement and Annex C – Minimum Performance Specifications. Proposals not meeting all mandatory criteria will be declared non-responsive and will be given no further consideration.

1.2 Financial Evaluation

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

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

Note to Bidders: Table Totals will be calculated using the formula that follows the corresponding table in **Annex B – Proposed Basis of Payment.**

2. Basis of Selection

2.1 Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory requirements outline in **Annex C – Minimum Performance Specifications** to be declared responsive. The responsive bid with the lowest evaluated aggregate price will be recommended for award of a contract.

CSC wishes to award one (1) contract as a result of this solicitation.

3. Insurance Requirement

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in article 11 of PART 6 – RESULTING CONTRACT CLAUSES.

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

PART 5 - CERTIFICATIONS

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 provided 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 Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

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" 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 website.

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

1.2 Former Public Servant Certification

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

Definitions

For the purposes of this clause,

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

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

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

"pension" means a pension or annual allowance paid under the *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

As per the above definitions, is the Bidder a FPS in receipt of a pension as defined above? **YES** ()**NO** ()

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

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

By providing this information, Bidders agree that the successful Bidder's status with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012 – 2 and the Guidelines on the Proactive Disclosure of Contracts.

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

There is no security requirement associated with the requirement.

2. Requirement

The Statement of Requirement is detailed in 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 <u>Standard Acquisition Clauses and Conditions</u> (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 must be interpreted as a reference to CSC or its Minister.

3.1 General Conditions

2010C (2015-07-03) 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 Integrity Provisions – Contract', will form part of the Contract.

4. Term of Contract

4.1 Period of Contract

The period of the contract will be from the date of contract award to March 31, 2016, inclusive.

4.2 Option Quantities

The Contractor grants to Canada the irrevocable option to extend the term of the Contract for the additional quantity and duration specified in Annex "B" – Basis of Payment, under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the **Basis of Payment – Annex "B"**.

Canada may exercise this option at any time by sending a written notice to the Contractor at least ten (10) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Owen Nicholl

Title: Senior Procurement Officer

Correctional Service Canada (CSC) 340 Laurier West, Ottawa, ON, K1A 0P9

Telephone: 613-955-0884 Facsimile: 613-992-1217

E-mail address: Owen.Nicholl@csc-scc.gc.ca

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

5.2 Project Authority

The Project Authority for the Contract is: (To be inserted at time of contract award)

Name: (XXX) Title: (XXX)

Correctional Service Canada Branch/Directorate: (XXX)

Telephone: (XXX)
Facsimile: (XXX)
E-mail address: (XXX)

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: (To be inserted at time of contract award)

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

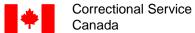
6. Payment

6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit prices(s), as specified in Annex B. Customs duties are included 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 Limitation of Price



SACC Manual clause C6000C (2011-05-16) Limitation of Price

6.3 Method of Payment - Monthly payment

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

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

6.4 SACC Manual Clauses

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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
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6.5 Travel and Living Expenses

There are no travel and living expenses associated with this requirement.

6.6 Payment of Invoices by Credit Card

Canada requests that bidders complete one of the following:

 () Government of Canada Acquisition Cards (credit cards) will be accepted for payment of invoices.

The following credit card(s) are accepted:

- o () VISA
- o () MasterCard
- OR

() Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of invoices.

The Bidder is not obligated to accept payment by credit card.

Acceptance or credit cards for payment of invoices will not be considered as an evaluation criterion.

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.

Each invoice must be supported by:

 a. a copy of the release document and any other documents as specified in the Contract;

2. Invoices must be distributed as follows:

The original must be forwarded to the following address for certification and payment:

Correctional Service Canada 340 Laurier Avenue West Ottawa, Ontario K1A 0P9

Attention: Dan Caughey

Reference must be made to the following:

Contract No.: (to be inserted upon contract award). Financial Code: (to be inserted upon contract award).

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.

8.2 SACC Manual Clauses

The following clauses set out in the SACC Manual must form part of this Contract:

SACC Reference	Section	Date
A1009C	Work Site Access	2008-05-12
A9049C	Vehicle Safety	2011-05-16
G6001C	Vehicles – Long Term Lease	2008-05-12

9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in ______ (to be inserted upon contract award).

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 (2015-07-03) General Conditions Services (Medium Complexity);
- (c) Annex A, Statement of Requirement;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____ (to be inserted at contract award)

11.Termination on Thirty Days Notice

11.1 Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.

11.2 In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

12. Insurance – Specific 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.

12.1 Commercial General Liability Insurance

- 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:
 - 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 Correctional Service Canada (CSC).
 - Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The 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.

13. 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.

14. Closure of Government Facilities

- 14.1 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.
- 14.2 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.

15. Tuberculosis Testing

- 15.1 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.
- 15.2 Failure to provide proof of and results of a tuberculin test may result in the termination of the contract.
- 15.3 All costs related to such testing will be at the sole expense of the Contractor.

16. Compliance with CSC Policies

- 16.1 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.
- 16.2 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.
- 16.3 Details on existing CSC policies can be found at: www.csc-scc.gc.ca or any other CSC web page designated for such purpose.

17. Health and Labour Conditions

- 17.1 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.
- 17.2 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.
- 17.3 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.
- 17.4 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."

18. Identification Protocol Responsibilities

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

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

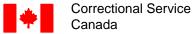
- 18.3 If the Contractor or a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as the Contractor or an agent or subcontractor of the Contractor in all electronic mail in the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

19. 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.gc.ca.

20. 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.gc.ca.



ANNEX A - Statement of Requirement

The Correctional Service of Canada (CSC) has a requirement to proceed with the rental of Refrigeration trucks for Prairie, Atlantic, and Quebec regions.

1. Background

CSC's cook chill program has requires (3) refrigeration trucks, (one (1) 22-24 foot refrigeration truck and two (2) 20-22 foot refrigeration trucks) for the Atlantic, Quebec, and Prairies regions.

2. Objectives:

CSC requires a refrigeration truck for each region detailed above to take food from the central kitchen location and distribute to the Institutions daily.

4. Deliverables:

The Contractor must provide three (3) refrigeration trucks that meet all of the specifications identified in Annex C – Minimum Performance Specifications for the duration of the contract period. The Contractor must have the trucks available for pickup within 20 KM from the address provided for each of the three (3) site locations below, otherwise the Contractor must deliver the truck to the specified address.

Truck 1 - Quebec Region

Name of Location: Sainte-Anne-des-Plaines Institution (SAPI) Address: The production kitchen will be located at Sainte-Anne-des-Plaines Institution (SAPI). 244 Montée Gagnon Sainte-Anne-des-Plaines, Quebec **J0N 1H0**

Truck 2 - Atlantic Region

Name of Location: Westmorland Institution Address: The production kitchen is located at Westmorland Institution. 4902 Main St Dorchester, NB E4K 2Y9

Truck 3 - Prairie Region

Name of Location: Bowden Annex Address: The production kitchen will be located at Bowden Annex. Highway #2 PO Box 6000 Innisfail, Alberta T4G 1V1

5. Collision Damage Waiver (CDW) Insurance

Optical CDW insurance must be offered separately. The CDW rate must provide coverage that fully insures Canada and CSC personnel with nil-deductible, against collision, loss, damage, fire, theft, vandalism, tire, glass damage, and loss of use, except in the cases in which CSC Personnel has been charged and convicted of an indictable offense while using the rental vehicle.

The CDW rate must provide coverage when the vehicle is used on unpaved roads, as long as these roads are maintained by some level of government (federal, state, municipal, or local)

CSC Personnel may elect to pay for vehicle rentals using premium credit cards that provide CDW coverage, such as Governmental of Canada Travel Card. In such instances, they are not required to purchase the CDW separately when renting certain categories of vehicles.

6. Mechanical Breakdown

In the event that a rental vehicle mechanically breaks down, it must be replaced within two (2) business days with a vehicle meeting the minimum and mandatory specifications of the original vehicle. If it cannot be replaced promptly within two (2) business days with a vehicle meeting the minimum and mandatory specifications, the Contractor will upgrade, at the same rate as the broken rental vehicle, to the next available category; or provide a similar vehicle from another rental agency at the same rate as that of the broken rental vehicle.

7. Licensing

The Contractor is responsible for making sure the vehicle(s) are properly licensed and insured by the Public Vehicles Act and regulations there under, and all other acts governing the Public Transport Act for vehicles. Canada reserves the right to inspect and/or regret the Contractor's equipment if found to be neglected or in poor working condition (i.e bald tires, in need of repair, leaky hydraulics, etc.) or does not meet the applicable provincial /federal standards for such vehicles.

Canada also reserves the right to seek proof of applicable licensing from operators supplied and reject any operators who do not meet all applicable provincial licensing requirements.

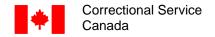
8. Maintenance

The Contractor is responsible for the maintenance and repairs associated with routine scheduled maintenance of all vehicles offered and will be at no extra cost to Canada.

The Contractor is fully responsible for all maintenance of the vehicle and must ensure the vehicle is equipped with proper safety devices, i.e. fire extinguishers, axes, first aid kits, etc.

9. Inspection

The vehicles must be clean and in good mechanical operating condition and will be subject to inspection and acceptance by CSC. Cleanliness and mechanical soundness must be maintained during trips.



ANNEX B - Proposed Basis of Payment

1.0 Contract Period

The Bidder must provide vehicle rental services in accordance with Annex A – Statement of Requirement at the following rates. Basis of payment will be firm weekly all inclusive rate per vehicle with unlimited mileage, Collision Damage Waiver (CDW) coverage, in CDN dollars, taxes not included. All other fees must be included in the weekly rate.

Contract Period:		Contract Award to March 31, 201		31, 2016
Type of Vehicle	Start Date	End Date	*Weekly Rate (CDN)	Total Estimated value (CDN)
1. Refrigeration Truck 1 – Quebec Region (22-24 foot box) in accordance with the attached Annex "C" - Statement of Requirement	To be determined	March 31, 2016	\$	\$
2. Refrigeration Truck 2 – Atlantic Region (18-20 foot box) in accordance with the attached Annex "C' – Statement of Requirement	To be determined	March 31, 2016	\$	\$
3. Refrigeration Truck 3 – Prairie Region (18-20 foot box) in accordance with the attached Annex "C" - Statement of Requirement	To be determined	March 31, 2016	\$	\$
	ΤΟΤΔΙ Ι	│ ESTIMATED CON	TRACT VALUE	\$

^{*}Weekly rate only to be used should the contract not be awarded at the beginning of a month for prorated purposes only.

2.0 Options to Extend the Contract Period:

Subject to the exercise of the option to extend the Contract period in accordance with Article 4.2 of the original contract, Options to Extend Contract, the Contractor will be paid firm prices, in accordance with the following table, GST, QST, or HST extra, to complete all Work and services required to be performed in relation to the Contract extension.

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

2.1 Option Period 1

Option Period 1:		April 1,	April 1, 2016 to August 31, 2016	
Type of Vehicle	Start Date	End Date	*Weekly Rate (CDN)	Total Estimated value (CDN)

1. Refrigeration Truck 1 – Quebec Region (22-24 foot box) in accordance with the attached Annex "C" - Statement of Requirement	To be determined	August 31, 2016	\$	\$
2. Refrigeration Truck 2 – Atlantic Region (18-20 foot box) in accordance with the attached Annex "C' – Statement of Requirement	To be determined	August 31, 2016	\$	\$
3. Refrigeration Truck 3 – Prairie Region (18-20 foot box) in accordance with the attached Annex "C" - Statement of Requirement	To be determined	August 31, 2016	\$	\$
_	TOTA	AL ESTIMATED O	PTION VALUE	\$

^{*}Weekly rate only to be used should the contract not be awarded at the beginning of a month for prorated purposes only.

2.2 Option Period 2

Option Period 2:		September 1, 2016 to March 31, 2017		
Type of Vehicle	Start Date	End Date	*Weekly Rate (CDN)	Total Estimated value (CDN)
1. Refrigeration Truck 1 – Quebec Region (22-24 foot box) in accordance with the attached Annex "C" - Statement of Requirement	To be determined	March 31, 2017	\$	\$
2. Refrigeration Truck 2 – Atlantic Region (18-20 foot box) in accordance with the attached Annex "C' – Statement of Requirement	To be determined	March 31, 2017	\$	\$
3. Refrigeration Truck 3 – Prairie Region (18-20 foot box) in accordance with the attached Annex "C" - Statement of Requirement	To be determined	March 31, 2017	\$	\$
TOTAL ESTIMATED OPTION VALUE \$				

^{*}Weekly rate only to be used should the contract not be awarded at the beginning of a month for prorated purposes only.

3.0 HST, QST, or GST

- (a) All prices and amounts of money in the contract are exclusive of Goods and Services Tax (GST), Quebec Sales Tax (QST), or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST, QST, or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.
- (b) The estimated HST, QST, or GST of \$ <to be inserted upon contract award> is included in the total estimated cost shown on page 1 of this Contract. The estimated GST, QST, 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, QST, 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, QST, or HST paid or due.
- (c) All deliverables are F.O.B. Destination, and Canadian Customs Duty included, where applicable.

4.0 Payment by Credit Card

Canada requests that bidders complete one of the following:

(a)	() Government of Canada Acquisition Cards (credit cards) will be accepted for payment.
	The following credit card(s) are accepted: VISA: Master Card:
(b)	() Government of Canada Acquisition Cards (credit cards) will not be accepted for payment.

The bidder is not obligated to accept payment by credit card. Acceptance of credit cards for payment will not be considered as an evaluation criteria.

ANNEX C – Minimum Performance Specifications

1.0 Minimum Performance Specifications

The Contractor must address each Minimum Performance Specifications, listed below, whether the product offered "Meets or Exceeds" or "Does not Meet" and provide supporting documentation for each item. The Contract's proposal must identify on their supporting documentation where the information can be found and, if applicable, "N/A" if documentation is not available.

The Contractor(s) are requested to cross reference by item number on their supporting document where it clearly shows the specification meets or exceed each minimum specification. Lacking published supporting literature, Contractor(s) must, at minimum, certify that no published specifications exist for items identified as "N/A" and that the product offered is compliant with the minimum performance specification.

2.0 Refrigeration Truck 1 - Minimum Performance Specifications

Item	Description	Meets or Exceeds	Does not Meet	Page Number Reference
A.	Truck Box Dimensions (22-24 foot box)			
1	Outside width (inches) 102			
2	Inside width (inches) 97			
3	Inside height (inches) 96			
	Truck Box Substructure			
4	5" structural steel side rail			
5	4" steel beams spaced at 12" c/c			
	Truck Box Front Wall			
6	Reinforced front with opening to			
	accommodate the diesel			
	refrigeration unit			
7	Round front frame in polished			
	stainless steel			
8	.051 pre-painted white exterior			
	aluminum panels			
9	5-3/4" extruded aluminum rub			
	rail			
	Truck Box Floor			
10	Inverted T aluminum floor			
11	Two drains at the front			
12	Level flooring at door sill			
	Structure			
13	3/16" stainless steel rear frame			
14	.032 aluminum roof with roof			
	bows spaced at 16" c/c			
	Truck Box Inside			
15	Two Cargo Track #2009 wall			
	fasteners, one on each side			
	lengthwise			
16	Height of the fasteners to be			
	determined once the contract is			

	awarded			
17	4" x 4" (101.6 mm) ½-thickness			
	aluminum kick angle installed at			
	the front			
18	Aluminum protective strip 1/8			
	(3.17 mm) in thickness by 10"			
	(254 mm) wide on the walls and			
	the front			
19	4" of insulation between the			
	frames, the front wall and the			
	ceiling			
20	Minimum of 2-1/2 (63.5 mm) of			
	insulation on the side walls			
21	Front wall, side walls and ceiling			
	covered by 5/16 (7.93 mm)			
	plywood and composite panels			
	such as Kemlite			
-00	Truck Box Rear			
22	Insulated aluminum rear roll-up door such as the Coldsaver			
	model, with stainless steel cables and rivets			
23	Stainless steel hinges including			
23	double end hinges and long			
	stem castors			
24	Bumpers with 4" (101.6 mm)			
	stainless steel extension			
25	HD bumper with horizontal			
	rollers			
26	Two 27" (685.80 mm) stainless			
	steel handles installed at the			
	back			
27	Two mud guards (one on each			
	side behind the wheel)			
28	Rear door painted in white			
	urethane			
	Electricity			
29	Two inside LED/61H91			
	fluorescent lights with motion			
20	detectors Automatic switch installed at the			
30				
	rear door to stop the refrigeration unit			
31	LED blinker			
32	Two LED rear lights installed on			
ا	the rear frame			
33	Grote LED exterior lamps in line			
	with Canadian transport			
	standards			
	<u>I</u>	<u> </u>	I	1

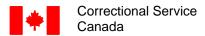
	Miscellaneous		
34	2" (50.8 mm) reflective band		
35	Rust-proofed substructure		
36	Aluminum ladder with platform to		
	access the refrigeration unit		
	Truck Lift		
37	Lift such as the HLF-AP-40 with		
	a capacity of 4000 lbs		
38	Aluminum platform 84"x 60"		
	(2133.6 mm × 1524 mm)		
39	Double acting double cylinder,		
	descent to level		
40	Safety switch in the cabin		
41	Case for the pump and motor		
42	Galvanized steel lift structure		
	Refrigeration unit		
43	For a 22' to 24' box, a		
	refrigeration unit such as the		
	Supra 760 is recommended		
44	Must be capable of maintaining a		
	temperature of -10°C, plus or		
	minus 1°C, inside the cargo box		
	over all 4 seasons.		
45	EPA-approved diesel motor able		
	to run on electricity (Stand By		
	electric motor 230 volts – 3		
	phases)		
46	Controlled by microprocessor in		
	the cabin		
47	HFC R-404A refrigerant /		
	Automatic or manual defrost		
48	Electric evaporator fan motors		
	constant from 1500 to 1600 CFM		
49	Noise limiter with cover on the		
	top		

3.0 Refrigeration Truck 2 & 3 - Minimum Performance Specifications

Item	Description	Meets or Exceeds	Does not Meet	Page Number Reference
A.	Truck Box Dimensions (18-20 foot box)			
1	Outside width (inches) 102			
2	Inside width (inches) 97			
3	Inside height (inches) 96			
	Truck Box Substructure			
4	5" structural steel side rail			
5	4" steel beams spaced at 12" c/c			
	Truck Box Front Wall			

_	Deinfersed front with an ening to	1	1
6	Reinforced front with opening to		
	accommodate the diesel		
	refrigeration unit		
7	Round front frame in polished		
	stainless steel		
8	.051 pre-painted white exterior		
	aluminum panels		
9	5-3/4" extruded aluminum rub		
	rail		
10	Truck Box Floor		
10	Inverted T aluminum floor		
11	Two drains at the front		
12	Level flooring at door sill		
40	Structure		
13	3/16" stainless steel rear frame		
14	.032 aluminum roof with roof		
	bows spaced at 16" c/c		
	Truck Box Inside		
15	Two Cargo Track #2009 wall		
	fasteners, one on each side		
	lengthwise		
16	Height of the fasteners to be		
	determined once the contract is		
	awarded		
17	4" × 4" (101.6 mm) ½-thickness		
	aluminum kick angle installed at		
	the front		
18	Aluminum protective strip 1/8		
	(3.17 mm) in thickness by 10"		
	(254 mm) wide on the walls and		
	the front		
19	4" of insulation between the		
	frames, the front wall and the		
	ceiling		
20	Minimum of 2-1/2 (63.5 mm) of		
0.4	insulation on the side walls		
21	Front wall, side walls and ceiling		
	covered by 5/16 (7.93 mm)		
	plywood and composite panels		
	such as Kemlite		
00	Truck Box Rear		
22	Insulated aluminum rear roll-up		
	door such as the Coldsaver		
	model, with stainless steel		
00	cables and rivets		
23	Stainless steel hinges including		
	double end hinges and long		
	stem castors		
24	Bumpers with 4" (101.6 mm)		

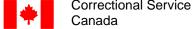
	stainless steel extension		
25	HD bumper with horizontal		
25	rollers		
26	Two 27" (685.80 mm) stainless		
20	steel handles installed at the		
	back		
27	Two mud guards (one on each		
21	side behind the wheel)		
28	Rear door painted in white		
20	urethane		
	Electricity		
29	Two inside LED/61H91		
	fluorescent lights with motion		
	detectors		
30	Automatic switch installed at the		
	rear door to stop the refrigeration		
	unit		
31	LED blinker		
32	Two LED rear lights installed on		
02	the rear frame		
33	Grote LED exterior lamps in line		
00	with Canadian transport		
	standards		
	Miscellaneous		
34	2" (50.8 mm) reflective band		
35	Rust-proofed substructure		
36	Aluminum ladder with platform to		
	access the refrigeration unit		
	Truck Lift		
37	Lift such as the HLF-AP-40 with		
01	a capacity of 4000 lbs		
38	Aluminum platform 84"× 60"		
	(2133.6 mm × 1524 mm)		
39	Double acting double cylinder,		
	descent to level		
40	Safety switch in the cabin		
41	Case for the pump and motor		
42	Galvanized steel lift structure		
74	Refrigeration unit		
43	For an insulated box 20' and		
	less, a refrigeration unit such as		
	the Supra 660 is recommended		
44	Must be capable of maintaining a		
77	temperature of -10°C, plus or		
	minus 1°C, inside the cargo box		
	over all 4 seasons.		
45	EPA-approved diesel motor able		
.5	to run on electricity (Stand By		
	electric motor 230 volts – 3		
	5.55th 115tol 200 volto 0		



	phases)		
46	Controlled by microprocessor in		
	the cabin		
47	HFC R-404A refrigerant /		
	Automatic or manual defrost		
48	Electric evaporator fan motors		
	constant from 1500 to 1600 CFM		
49	Noise limiter with cover on the		
	top		

4.0 Insurance Requirement

Insurance	Insurance Requirements (Met / Not Met)
The Bidder must provide confirmation and documentation within their bid that the Insurance requirements on page 9, PART 4, section 3.0	
are met.	



ANNEX « D » - Rental Company Information

1. Bidder Contact Information

Name :	
Position / Title :	
Telephone number :	
Cellular number :	
Fax number :	
Email Address :	

2. Rental Company Information

Company name :	
Street name :	
City:	
Province / State :	
Postal Code	
Direct phone number	
Fax number	
Toll free number :	
Reservation number :	
E-mail address :	
Website Address :	