



**RETURN OFFERS TO :**  
**RETOURNER LES OFFRES À :**  
Bid Receiving - Réception des  
soumissions:

Att : RHQFinance/Procurement/Bids  
RHQ Finance/Procurement/Bids  
AR Finance/Approvisionnements/Soumissions  
Correctional Service Canada  
1045 Main Street, 2<sup>nd</sup> Floor  
Moncton, NB E1C1H1

**REQUEST FOR A STANDING  
OFFER**  
**DEMANDE D'OFFRE À  
COMMANDES**

Regional Individual Standing Offer (RISO)  
Offre à commandes individuelle régionale  
(OCIR)

Canada, as represented by the Minister of the  
Correctional Service of Canada, hereby requests a  
Standing Offer on behalf of the Identified Users  
herein.

Le Canada, représenté par le ministre du Service  
correctionnel Canada, autorise par la présente, une  
offre à commandes au nom des utilisateurs identifiés  
énumérés ci-après.

**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 :

\_\_\_\_\_

<b>Title — Sujet:</b> <b>Snow Hauling and Heavy Equipment Services</b>	
<b>Solicitation No. — N° de l'invitation</b> 21210-16-2278679/A	<b>Date:</b> January 25, 2016
<b>Client Reference No. — N° de Référence du Client</b> 21210-16-2278679	
<b>GETS Reference No. — N° de Référence de SEAG</b> PW-16-00717827	
<b>Solicitation Closes — L'invitation prend fin at / à : 2 :00/14 :00</b> <b>On / Le : March 7, 2016/ 7 mars 2016</b>	<b>Time Zone</b> <b>Fuseau horaire</b> AST/HNA
<b>Delivery Required — Livraison exigée :</b> See herein – Voir aux présentes	
<b>F.O.B. — F.A.B.</b> Plant – Usine:                      Destination:                      Other-Autre:	
<b>Address Enquiries to — Soumettre toutes questions à:</b> <b>Andrea Nugent</b> <b>Andrea.nugent@csc-scc.gc.ca</b>	
<b>Telephone No. — N° de téléphone:</b> 506-851-6977	<b>Fax No. — N° de télécopieur:</b> 506-851-6327
<b>Destination of Goods, Services and Construction:</b> <b>Destination des biens, services et construction:</b> Multiple as per call-up Multiples, selon la commande subséquente.	
<b>Security – Sécurité</b> <b>This request for a Standing Offer does not include provisions for security.</b> <b>Cette Demande d'offre à commandes ne comprend pas de dispositions en matière de sécurité.</b>	

**Instructions: See Herein**  
**Instructions : Voir aux présentes**

<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>Nom et titre du signataire autorisé du fournisseur/de l'entrepreneur</b>	
_____	
<b>Name / Nom</b>	<b>Title / Titre</b>
_____	_____
<b>Signature</b>	<b>Date</b>
(Sign and return cover page with offer/ Signer et retourner la page de couverture avec l'offre)	



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## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

The Request for Standing Offer (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1            General Information: provides a general description of the requirement;
- Part 2            Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3            Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4            Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5            Certifications: includes the certifications to be provided;
- Part 6            Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7            7A, Standing Offer, and 7B, Resulting Contract Clauses:  
  
                      7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;  
  
                      7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment and any other annexes.

### **2. Summary**

- (i)            The supplier must provide snow hauling and clearance services on an as and when required basis at Springhill Institution. The objective will be primarily but not limited to hauling of snow to designated snow dumps located on the institutional reserve, pushing of snow banks and snow dumps to allow storage space for future storms and exposing underground services for emergency and/or maintenance repairs to infrastructure as well as other miscellaneous work;
- (ii)            This requirement is for: The Correctional Service of Canada, Springhill Institution, Springhill, NS.
- (iii)            the period of the Standing Offer is from March 14, 2016 to March 13, 2017 with four option years;
- (iv)            For services requirements, Offerors in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the Request for Standing Offer (RFSO); and
- (v)            The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada Chile Free Trade Agreement (CCFTA), the Canada Peru Free



Trade Agreement (CPFTA), the Canada Columbia Free Trade Agreement (CColFTA) and the Agreement on Internal Trade (AIT).

### **3. Revision of Departmental Name**

As this request for Standing Offer is issued by Correctional Service of 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**

Offerors may request a debriefing on the results of the request for Standing Offer process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for Standing Offer 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](mailto: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](http://www.opo-boa.gc.ca).



## **PART 2 - OFFEROR INSTRUCTIONS**

### **1. Standard Instructions, Clauses and Conditions**

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2015-07-03) Standard Instructions - Request for Standing Offer - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

**Subsections 1.4 and 1.5 of 2006, Standard Instructions - Request for Standing Offer - Goods or Services - Competitive Requirements do not form part of and do not apply to the request for Standing Offer. All other subsections of '01 Integrity Provisions – Offer', form part of and apply to the request for Standing Offer.**

**Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offer - Goods or Services - Competitive Requirements, is amended as follows:**

**Delete: sixty (60) days**

**Insert: one hundred and twenty (120) days**

### **2. Submission of Offers**

Offers must be submitted only to Correctional Service of Canada (CSC) by the date, time and place indicated on page 1 of the Request for Standing Offer.

Due to the nature of the Request for Standing Offer, transmission of offers by facsimile or e-mail to CSC will not be accepted.

### **3. Enquiries - Request for Standing Offer**

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the Request for Standing Offer (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.



#### 4. **Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Nova Scotia

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

### **PART 3 - OFFER PREPARATION INSTRUCTIONS**

#### 1. **Offer Preparation Instructions**

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer: **three (3) hard copies**

Section II: Financial Offer: **one (1) hard copy**

Section III: Certifications: **one (1) hard copy**

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offer.

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, offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fiber certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) 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.

#### **Section I: Technical Offer**

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.



### Section III: Certifications

Offerors must submit the certifications required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offer including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### 1.1. Technical Evaluation

##### 1.1.1 Mandatory Technical Criteria

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

#### 1.2 Financial Evaluation

**1.2.1** The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

Offers containing a financial offer other than the one requested at **Article 3. Section II: Financial Offer** of **PART 3 – OFFER PREPARATION INSTRUCTIONS** will be declared non-compliant.

### 2. Basis of Selection

**2.1** SACC Manual Clause M0031T (2007-05-25)- Mandatory Technical Criteria Only

## PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and documentation to be issued a Standing Offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a Standing Offer, or will declare a contractor in default, if any certification is found to be untrue whether during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with this request will also render the Offer non-responsive or may result in the setting aside of the Standing Offer or will constitute a default under the Contract.

### 1. Certifications Precedent to Standing Offer Award

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





## 1.1 Federal Contractors Program for Employment Equity – Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror 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\\_equality/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equality/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 an offer non-responsive if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

## 1.2 Former Public Servant

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, offerors must provide the information required below before the issuance of a Standing Offer. If the answers to the questions and, as applicable, the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirements within the prescribed time frame will render the offer 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 Offeror a FPS in receipt of a pension? **YES ( ) NO ( )**

If so, the Offeror 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, Offerors agree that the successful Offeror'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.

#### **Work Force Adjustment Directive**

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES ( ) NO ( )**

If so, the Offeror must provide the following information:

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

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 Applicable Taxes.

#### **1.3 Certification:**

By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.



## **PART 6 - INSURANCE REQUIREMENTS**

### **1. Insurance Requirements**

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a Standing Offer as a result of the request for Standing Offer, can be insured in accordance with the Insurance Requirements specified in Part 7B, 6. Insurance-Specific Requirements.

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



## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **1. Offer**

1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex A.

#### **2. Site Security Requirement**

2.1 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 of Canada personnel or those authorized by CSC to do so on its behalf.

Contractor personnel shall submit to a Canadian Police Information Centre (CPIC) verification of identity / information by CSC, and must adhere to institutional requirement for the conduct of searches prior to admittance to the institution / site. CSC reserves the right to deny access to any institution / site or part thereof of any Contractor personnel, at any time.

#### **3. Standard Clauses and Conditions**

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

As this Standing Offer is issued by Correctional Service of 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**

2005 (2015-09-03) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

**Subsection 11.4 of 2005, General Conditions - Standing Offers - Goods or Services, will not form part of the Standing Offer. All other subsections of '2005 11 Integrity Provisions – Standing Offer', will form part of the Standing Offer.**

#### **4. Term of Standing Offer**

##### **4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from March 14, 2016 to March 13, 2017.

##### **4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer by up to four (4) additional one (1) year period(s) under the same conditions and at the



rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

**5. Authorities**

**5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Andrea Nugent  
Title: Regional Contract Officer  
Correctional Service of Canada  
Branch or Directorate: RHQ/Finance/Material Management  
Address: 1045 Main Street, 2<sup>nd</sup> Floor, Moncton, NB E1C 1H1

Telephone: 506-851-6977  
Facsimile: 506-851-6327  
E-mail address: andrea.nugent@csc-scc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

**5.2 Project Authority**

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

[Fill in at contract award only.]

**5.3 Offeror's Representative**

The Authorized Offeror's Representative is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_



## 6. Proactive Disclosure of Contracts with Former Public Servants

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

## 7. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is:

Correctional Service of Canada  
Dorchester Penitentiary, Atlantic Region.

## 8. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the Call-up Against a Standing Offer form or an electronic version.

## 9. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$10,000.00 (Applicable Taxes included).

## 10. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$52,000.00 (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or four (4) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## 11. 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2015-07-03), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2015-09-03), General Conditions – Services (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) the Offeror's offer dated \_\_\_\_\_ (insert date of offer).



## 12. Certifications

### 12.1 Compliance

Compliance with the certifications and related documentation provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

## 13. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in New Brunswick.

## B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

### 1. Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

### 2. 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>) Manual issued by Public Works and Government Services Canada.

As this Contract is issued by Correctional Service of 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.

#### 2.1 General Conditions

2010C (2015-09-03), 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.**

### 3. Term of Contract

#### 3.1 Period of the Contract

The work must be completed in accordance with the call-up against the Standing Offer.



#### **4. Payment**

##### **4.1 Basis of Payment**

Payments will be made in accordance with Annex B – Basis of Payment

##### **4.2 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed \$ 52,000.00. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

##### **4.3 Method of Payment**

SACC Manual Clause H1008C (2008-05-12) – Monthly Payment

##### **4.4 SACC Manual Clauses**

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

##### **4.5 Travel and Living Expenses**

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

#### **5. Invoicing Instructions**

1. Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the following address for certification and payment.  
Attention: Chief, Facilities Management  
Springhill Institution  
330 McGee Street





Springhill, NS B0M 1X0

## 6. Insurance – Specific Requirements

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

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection. The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

- 6.1** The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 6.2** The Commercial General Liability policy must include the following:
- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - 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. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.



- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. 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.

**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.

**7. 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 (i.e. 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.



## **8. Closure of Government Facilities**

- 8.1 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.
- 8.2 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.

## **9. Tuberculosis Testing**

- 9.1 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.
- 9.2 Failure to provide proof of and results of a tuberculin test may result in the termination of the contract.
- 9.3 All costs related to such testing will be at the sole expense of the Contractor.

## **10. Compliance with CSC Policies**

- 10.1 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.
- 10.2 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.
- 10.3 Details on existing CSC policies can be found at: [www.csc-scc.gc.ca](http://www.csc-scc.gc.ca) or any other CSC web page designated for such purpose.

## **11. Health and Labour Conditions**

- 11.1 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.
- 11.2 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.
- 11.3 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.



11.4 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."

## 12. 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:

12.1 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;

12.2 During attendance at any meeting, the Contractor or Contractor Representatives must identify themselves as such to all meeting participants;

12.3 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

12.4 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.

## 13. 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 applicability 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](mailto:boa-opo@boa-opo.gc.ca).

## 14. 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](mailto:boa-opo@boa-opo.gc.ca).

## 15. Privacy

15.1 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.

15.2 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.

## **16. Government Site Regulations**

SACC Manual Clause A9068C (2010-01-11) – Government Site Regulations



## ANNEX "A" STATEMENT OF WORK

### Title

Snow Hauling and Heavy Equipment at Springhill Institution

### Objective

The supplier must provide snow hauling and clearance services on an as and when required basis at Springhill Institution located in the town of Springhill, Nova Scotia at 330 McGee Street. The objective will be primarily but not limited to hauling of snow to designated snow dumps located on the institutional reserve, pushing of snow banks and snow dumps to allow storage space for future storms and exposing underground services for emergency and/or maintenance repairs to infrastructure as well as other miscellaneous work.

#### 1.1 Description

.1 The work covered under this Standing Offer Agreement comprises the supply of various heavy equipment with operators on an as and when required at the Springhill Institution as specified herein.

#### 1.2 References

- .1 Canada Labour Code Part II.
- .2 The Nova Scotia Occupational Health and Safety Act, 1996.

#### 1.3 Workmanship

- .1 Workmanship will be of a uniformly high standard and in accordance with generally accepted trade practice.
- .2 Operators must be qualified to perform all required tasks, as directed by Chief, Facilities Management or his/her delegate.
- .3 Work to be carried out without impeding roads, roadways and access ways.

#### 1.4 Equipment

- .1 Supplier shall provide to CSC a list of equipment to include year, make and model, as specified in Section 3.2.2
- .2 Equipment shall be inspected and accepted by Chief, Facilities Management or his/her delegate prior to commencement of work.
- .3 Equipment is subject to inspection and acceptance by the Chief, Facilities Management or his/her delegate at all times. Equipment found to be unacceptable must be repaired or replaced within 4 working hours by the supplier at their expense.
- .4 The supplier shall ensure that rubber tires only shall be used on equipment for snow clearing operations on paved surfaces unless otherwise approved by the Chief, Facilities Management or his/her delegate.



### 1.5 Setting out of Work

.1 Chief, Facilities Management or his/her delegate will set stakes to define location, alignment and elevations of work.

.2 Chief, Facilities Management or his/her delegate to provide supplier with locations of underground services prior to any excavation.

.3 Supplier to receive confirmation from Chief, Facilities Management or his/her delegate that Enbridge has verified that area of work is free of natural gas lines prior to carrying out any excavation.

### 1.6 Delivery Points

.1 Mobilization of equipment to and from Springhill Institution will be at the supplier's expense.

.2 The Chief, Facilities Management or his/her delegate will advise the supplier as to the exact location for delivery within the area of work.

### 1.7 Supplier's Use of the Site on a Per Call Up Basis

.1 Work site access will be as directed by the Chief, Facilities Management or his/her delegate.

.2 Movement around the site is subject to restrictions laid down by the Chief, Facilities Management or his/her delegate.

.3 Do not unreasonably encumber the site with materials or equipment.

.4 All equipment operators must have a valid criminal record check thru Canadian Police Information Centre (CPIC) prior to accessing the Institutional grounds.

### 1.8 Guarantee

.1 The supplier will guarantee all workmanship for a period of one year after acceptance by the Chief, Facilities Management or his/her delegate. Any defects which may develop during this period will be rectified and made good to the satisfaction of the Chief, Facilities Management or his/her delegate, by the supplier at their own expense.

### 1.9 Codes and Standards

.1 Perform work to and enforce safety measures standards in accordance with the Canadian Labour Code Part II and the Nova Scotia Occupational Health and Safety Act.

.2 Supplier must be registered with WorkSafe Nova Scotia and provide proof of such to CSC prior to award of contract.

.3 Comply with the requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage and disposal of hazardous materials; and labelling and provision of Material Safety Data Sheets acceptable to Human Resources and Skills Development Canada and health Canada.

.4 Work to meet or exceed requirements of specified standards, codes and referenced documents. In event of conflict between any provisions of above authorities, the most stringent provision will apply.



1.10 Overloading

.1 Suppliers is responsible to ensure that no part of the work performed subjects adjacent structures to unsafe loads or permanent deformation

1.11 Clean up

.1 On completion of all work, the supplier will remove all surplus material, tools, equipment and debris. The site must be left in a clean and tidy condition which meets the satisfaction of the Chief, Facilities Management or his/her delegate. The supplier will not remove any salvageable material or equipment from the job site without permission from the Chief, Facilities Management or his/her delegate.

1.12 Work Requisition

.1 All work is to be done only when directed by the Chief, Facilities Management or his/her delegate. A list of departmental representatives who are authorized to issue call-ups will be provided to the contractor

.2 The supplier will provide service on an as required basis, when requested by the Chief, Facilities Management or his/her delegate;

.3 The supplier shall advise the Chief, Facilities Management or his/her delegate of the telephone number at which they or their representatives may be contacted at any time;

.4 The supplier, on receipt of an authorized standing offer, will be advised by the Chief, Facilities Management or his/her delegate, in writing, the names of persons authorized to request service. Work undertaken at the request of others will be entirely at the supplier's risk with regard to payment;

.5 The supplier will not refuse any calls for service and will respond within 24 hours to service calls and 4 hours on emergency calls related to repairs to underground infrastructure.

.6 When service is required, the Chief, Facilities Management or his/her delegate shall notify the supplier via call-up and detail the requirement.

1.13 Quantities and Basis of Payment

.1 The work performed under this Standing Offer Agreement shall be paid for on a unit price basis as per Annex B-Basis of Payment. The supplier will accept the payment as full consideration for everything furnished and done by him/her with respect to the work

.2 The supplier will submit rates in accordance with the specification. Such prices will include supervision, expenses, tools, equipment, and transportation (travel time to and from the suppliers base of operation will be included in the rates provided).

.3 Use of equipment with operators will be measured in hourly rates for time on site and working

.4 If Equipment is no longer required due to weather conditions or other circumstances there will be no minimum daily hours.

.5 The supplier is required to submit invoices monthly outlining the dates of services rendered, equipment used and hours worked.

.6 Time charged and contract price may be verified by Chief, Facilities Management or his/her delegate before or after payment is made under the terms of this Standing Offer.





## **Health, Safety and Environmental Requirements;**

### 2.1 References

- .1 Canada Labour Code, Part II, Canada Occupational Safety and Health Regulations.
- .2 National Building Code of Canada, 2010.

### 2.2 Regulatory Requirements

.1 Do work in accordance with the safety requirements measures of the National Building Code of Canada 2010, the Canada Labour Code Part II, the Nova Scotia Occupational Health and Safety Act and WorkSafe Nova Scotia provided that in any case of conflict or discrepancy the more stringent requirements shall apply.

### 2.3 Responsibility

.1 Supplier is responsible for the health and safety of all persons on site. Supplier is also responsible for the protection of property, persons and the environment on or adjacent to the site in so far as the work may affect these.

.2 Supplier and all supplier's employees are to comply with all safety requirements specified in the Contract Documents as well as all applicable federal, provincial and local statutes, regulations, ordinances and with supplier's site-specific Health and Safety Plan.

.3 As outlined in the Canada Labour Code Part II, the supplier is responsible to provide a site-specific Health and Safety Plan. Prior to award the companies Health and Safety Plan is to be submitted and approved by the Chief, Facilities Management or his/her delegate.

.4 As per the Canada Labour Code Part II, it is the supplier's responsibility to employ their own Lock Out/Tag Out program to ensure that equipment is not energized by other personnel while they are working in or around equipment.

.5 It is the supplier's responsibility to ensure that all their employees are provided all Personal Protective Equipment (PPE) necessary to perform all work ,including but not limited hard hats, safety glasses, footwear and safety vests are to be worn at all times.

### 2.4 Unforeseen Hazards

.1 Should any unforeseen or peculiar hazards safety-related factor, hazard, or condition become evident during performance of work, the supplier must have procedures in place to facilitate the Employee's Right to Refuse Work in accordance with Acts and Regulations of Nova Scotia. The supplier is to advise the Chief, Facilities Management or his/her delegate verbally and in writing of any employee who exercises this right.

### 2.5 Correction of Non-Compliance

.1 Immediately address health and safety non-compliance issues identified by authority having jurisdiction or by Chief, Facilities Management or his/her delegate.

.2 Provide Chief, Facilities Management or his/her delegate with written report of action taken to correct non-compliance of health and safety issues identified.

.3 Chief, Facilities Management or his/her delegate may stop work if non-compliance of health and safety regulations is not corrected.



## 2.6 Work Stoppage

.1 Give precedence to safety and health of public and site personnel and protection of environment over cost and schedule considerations for work.

## 2.7 Rubbish and Waste Materials

- .1 Rubbish and waste materials are to be kept to a minimum.
- .2 Burning of rubbish is prohibited.
- .3 Remove all rubbish from work site at end of work day or shift or as directed.

## 2.8 Disposal of Wastes

- .1 Do not bury rubbish and waste materials on site unless approved by Chief, Facilities Management or his/her delegate.
- .2 Do not dispose of waste or volatile materials, such as mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers.

## 2.9 Spill Protection

.1 The supplier must have adequate clean up materials for any potential hazardous materials used in the completion of the work (ie. Foams, fuels, oils, lubricants, etc). Spill kits are required on all work sites and are to be supplied by supplier. Fuel or hydraulic leaks, equipment is to be shut down and not moved from site until cleared by Chief, Facilities Management or his/her delegate

## 3.0 Flammable and Combustible Liquids

- .1 Handling, storage and use of flammable and combustible liquids are to be governed by the current National Fire Code of Canada
- .2 Flammable and combustible liquids such as gasoline, kerosene and naphtha will be kept for ready use in quantities not exceeding 45 litres provided they are stored in approved safety cans bearing Underwriters' Laboratory of Canada or Factory Mutual seal of approval. Storage of quantities of flammable and combustible liquids exceeding 45 litres for work purposes requires permission of Chief, Facilities Management or his/her delegate
- .3 Transfer of flammable and combustible liquids is prohibited within buildings or jetties.
- .4 Transfer of flammable and combustible liquids will not be carried out in vicinity of open flames or any type of heat-producing devices.
- .5 Flammable liquids having a flash point below 38° C such as naphtha or gasoline will not be used as solvents or cleaning agents.

## **Equipment**

This section specifies requirements for the supply, maintenance and operators for heavy equipment.

### 3.1 Equipment Supply & Conditions



.1 Equipment provided for the purpose of this agreement are accepted at the risk of the supplier for the duration of the contract.

### 3.2 Equipment

.1 No claim, demand or legal proceeding is to be brought against the Crown in respect to damage of equipment caused by negligence of the operator.

.2 The following equipment or equivalent equipment is required for this Standing Offer Agreement:

- .1 Excavator with bucket capacity range (heaped) from 0.4 to 0.8 cubic meters, with ditching bucket or hydraulic thumb if required and operating weight approximately 15,000 kilograms, estimated quantity 1 (one);
  - .2 Excavator with bucket capacity range (heaped) from 0.4 to 1.5 cubic meters, with ditching bucket operating weight approximately 21,000 kilograms, estimated quantity 1 (one);
  - .3 100hp -150hp bulldozer or grater with flywheel power equal to 80 horsepower equipped with power angle and 6 way tilt blades. Quantity 1 (one)
  - .4 Loader with a flywheel power with a capacity of 160 - 230 horsepower. Quantity 1 (one)
  - .5 Backhoe Loader with a flywheel power equal to 75 horsepower or greater. Quantity 1 (one)
  - .6 Grader with a 12 foot mould board and flywheel power equal to 179 – 200 horsepower.
  - .7 Tandem dump trucks with 15 Cu Yd Box box. Quantity 3 (three)
  - .8 Loader equipped 205hp snow blower or more with truck loading ability.
  - .9 Equipment used for this standing offer agreement are to be a model year 2005 or newer. Equipment older than 2005 will have to have a full inspection completed by a Provincial Motor Vehicle Inspector before it is allowed on institutional property.
- .3 License and inspection must be in accordance with provincial regulations.
- .4 To be equipped with standard night working lights.
- .5 Equipped with back-up beeper and horn.
- .6 Repair any damage to equipment expeditiously.
- .7 Maintain equipment in good running order for duration of the contract.
- .8 Lubrication and fluid level checks will be carried out by the supplier. All minor on site repairs and maintenance will be carried out by the supplier at their expense. The supplier shall be responsible for supplying proper fluids, lubricants, filters and tools for carrying out all onsite maintenance. The supplier shall also be responsible, at their expense, for the proper disposal of waste oils, filters and containers.
- .9 Supplier's equipment operators will be fully licensed in accordance with provincial requirements and workmanship to be performed to an industry standard.

### 3.3 Constraints

.1 The supplier's operators are required, upon arrival to the site to log into the institutional Visitor's Register maintained at the Springhill Institution's Principal Entrance, registering their names, times of arrival and departures in accordance with security requirements

.2 Suppliers may be required to provide a minimum of three trucks on site if required for snow hauling operation.



**ANNEX "B"  
PROPOSED BASIS OF PAYMENT**

The contractor is required to submit an invoice for all service rendered, outlining the dates of the services rendered, detail work performed. Payment shall be made 30 days after completion and to the satisfaction of the Chief Facilities Management or his/her delegate for the Crown and upon receipt of invoice.

Each item listed in the tables includes wages, travelling time and costs, allowances, supervision, liabilities as employer, insurance, the use of all tools, tackle, etc., overhead, profit and all other liabilities whatsoever.

**The estimated quantity entered in column four in each table for items 1 through 8 are an estimate only for service as and when required and does not infer that all the quantities for that time will be utilized or that the quantities may not be exceeded.**

Item	Class of Service	Unit of Measure	Estimated Quantity	Initial Contract Year March 14, 2016 to March 13, 2017		Option Year 1 March 14, 2017 to March 13, 2018		Option Year 2 March 14, 2018 to March 13, 2019		Option Year 3 March 14, 2019 to March 13, 2020		Option Year 4 March 14, 2020 to March 13, 2021	
				Price per Unit	Total	Price per Unit	Total	Price per Unit	Total	Price per Unit	Total	Price per Unit	Total
1	Tandem Dump Truck (15 Cu Yd Box ) (Item 3.2.2.7)	Hour	80										
2	Backhoe (Item 3.2.2.5)	Hour	40										
3	Loader (Item 3.2.2.4)	Hour	80										
4	Dozer (Item 3.2.2.3)	Hour	40										
5	Road Grader with Plow and Wing (Item 3.2.2.6)	Hour	40										
6	Excavator (Item 3.2.2.1)	Hour	20										
7	Excavator (Item 3.2.2.2)	Hour	20										
8	Loader c/w blower (Item 3.2.2.8)	Hour	80										
<b>Totals</b>													

Total 5 Years: \$ \_\_\_\_\_

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



**ANNEX "D"  
EVALUATION CRITERIA**

**Supplier:** \_\_\_\_\_

**Mandatory Evaluation Criteria**

1. Offers MUST meet all of the following mandatory requirements. Offers must be supported by proper and adequate detail, particularly where a mandatory item requires supporting evidence. Those not meeting all of these mandatory requirements will be given no further consideration.

2. The mandatory evaluation criteria are:

**ATTENTION OFFERORS: WRITE THE RELEVANT PAGE NUMBER(S) FROM YOUR OFFER WHICH ADDRESSES THE ISSUE BESIDE THE CRITERIA BELOW.**

		FOR EVALUATION PURPOSES ONLY			
	Requirement	Page #	Met	Not Met	Comments
1.	Provide proof that bidder has an account in good standing with WorkSafeNS				
2.	Provide a copy of their company's Occupational Health and Safety Policy and Program. It shall meet the most stringent of the Federal and Provincial Occupational Health and Safety Acts.				
3.	Provide a list of equipment that will be used as detailed in section 3.2.2 of the Statement of Work excluding equipment item 3.2.2.8. This list shall include a description of the equipment such as year,				



	model, and size/capacity. Equipment is subject to inspection and approval prior to commencement of work.				
4.	Provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the bidder can be insured for Commercial General Liability Insurance if awarded a standing offer.				

**Mandatory Requirements:**    **Passed** \_\_\_\_\_

**Failed** \_\_\_\_\_

Evaluation Team

Department

Evaluator's Name (Print)

Signature

Date

\_\_\_\_\_

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