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PART 1 - GENERAL INFORMATION

1. Security Requirement

A security screening is not required as there will not be any access to sensitive information or goods. As required, the contractor's employees are escorted by Correctional Service of Canada authorized personnel in certain areas of the institution/site.

Before being admitted to the institution/site, the contractor's employees must undergo local verification of their identity or information by the Correctional Service of Canada, which reserves the right to deny the contractor's employees access to the institution/site at any time.

2. Statement of Work

The Work to be performed is detailed under Article A «Statement of Work» of the resulting contract clauses.

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

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within fifteen (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. Trade Agreements

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), the Agreement on Internal Trade (AIT), the Canada-Chili Free Trade Agreement (CCFTA) and the Canada-Peru Free Trade Agreement (CPFTA).

6. Procurement Ombudsman

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



PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

The 2003, (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

1.1. Mandatory Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for site visit to be held on **October 12, 2016 at 1:00 pm**, at the following address: Correctional Service Canada, Joliette Institution, 400 rue Marsolais, Joliette (Québec) J6E 8V4.

Anyone who will attend the site visit is subject to a prior security check. The supplier must complete form CSC/SCC 1279 "Institutional Access CPIC Clearance Request" and fax it to the attention of Yves Lefebvre at 450-752-2034, no later than October 6, 2016.

Bidders who do not confirm attendance and provide the name(s) of the person(s) who will attend as required will not be allowed access to the site. Bidders will be requested to sign an attendance form. **The site visit is MANDATORY for this contract. If the attendance sheet is not signed by the Bidder's Representative, the Bid will be rejected.**

2. Submission of Bids

Bids must be submitted only to Correctional Service of 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.

2.1 Former Public Servants

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

Definitions

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

- a. an individual;
- b. an individual who has incorporated;



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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service.

The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [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? **Yes** () **No** ()

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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.

3. Enquiries – Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **five (5)** business days before the bid closing date. Enquiries received after that time may not be answered. Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates.



Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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 Quebec of province.

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: **two (2) hard copies**
Section II: Financial Bid: **one (1) hard copy**
Section III: Certifications: **one (1) hard copy**

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

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

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

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

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

- (a) use 8.5 x 11 inch (206 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- (b) 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, duo tangs or binders.

2. Section I: Technical Bid

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

3. Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment detailed in **Annex B - Proposed Basis of Payment**. The total amount of Applicable Taxes must be shown separately.

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 and additional information required under Part 5.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

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

1.2 Financial Evaluation

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 non-compliant.

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

In the event of an error in extension or addition of prices, the unit price will prevail.

2. Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

Note that the awarding of the contract is conditional on compliance with the established budget ceiling for this market.

3. Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in article 12 of PART 6 – RESULTING CONTRACT CLAUSES.

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



PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidders' certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

1. Certification Required with the Bid

Bidders must submit the following duly completed certification as part of their bid.

1.1 Integrity Provisions – Declaration of Convicted Offenses

- A) Subject to subsection B, by submitting a bid in response to this bid solicitation, the Bidder certifies that:
- i. it has read and understands the Ineligibility and Suspension Policy;
 - ii. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
 - iii. it is aware that Canada may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;
 - iv. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offenses in the Policy;
 - v. none of the domestic criminal offenses, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and proposed first tier subcontractors; and
 - vi. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
- B) Where a Bidder is unable to provide any of the certifications required by subsection A, it must submit with its bid the completed Integrity Declaration Form (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>). Bidders must submit this form to Correctional Service of Canada with their bid.

2. Certifications Precedent to Contract Award and Additional Information

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



2.1 Integrity Provisions – Required documentation

List of names: all Bidders, regardless of their status under the Ineligibility and Suspension Policy, must submit the following information:

1. Bidders that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
2. Bidders bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
3. Bidders that are a partnership do not need to provide a list of names.

List of Names:

OR

The Bidder is a partnership

During the evaluation of bids, the Bidder must, within 10 working days, inform the Contracting Authority in writing of any changes affecting the list of names submitted with the bid.

2.2 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 to 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? **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.

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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.

2.3 Status and Availability of Resources

SACC Manual clause A3005T (2010-08-16), Status and Availability of Resources.

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.



If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

2.4 Education and Experience

SACC Manual clause A3010T, (2010-08-16) Education and Experience.

The Bidder certifies that all the information provided in the resumes and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

2.5 Certification

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



PART 6 - RESULTING CONTRACT CLAUSES

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

1. Security Requirement

A security screening is not required as there will not be any access to sensitive information or goods. As required, the contractor's employees are escorted by Correctional Service of Canada authorized personnel in certain areas of the institution/site.

Before being admitted to the institution/site, the contractor's employees must undergo local verification of their identity or information by the Correctional Service of Canada, which reserves the right to deny the contractor's employees access to the institution/site at any time.

2. Statement of Work

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

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-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 (2016-04-04), General Conditions - Services (Medium Complexity), apply to and form part of the Contract.

3.2 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - a. The name, qualifications and experience of the proposed replacement; and
 - b. Proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the work does not release the Contractor from its responsibility to meet the requirements of the Contract.



4. Term of Contract

4.1 Period of the Contract

The period of the Contract *from the award until October 31, 2017 inclusively.*

4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional twelve (12) months periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) 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: **Martine Pilon**
Title: Contracting and Procurement Regional Officer
Correctional Service Canada
Branch/Directorate: Regional Services Center, Material Management Direction
Telephone: 450-661-9550 poste: 3299
Facsimile: 450-664-6626
E-mail address: Martine.A.pilon@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.

[Fill in at contract award only]

5.2 Project Authority

The Project Authority is:

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

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the 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.



[Fill in at contract award only]

5.3 Contractor's Representative

The Authorized Contractor's Representative is:

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

6. Payment

6.1 Basis of Payment

Payments will be made according to the Annex B, Proposed Basis of payment.

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm prices 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 Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$ _____ Customs duties are included and Applicable Taxes are extra.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design 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.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.3 Terms of payment

The Contractor shall receive the full amount of its payment in **four (4) equal payments**.

The **first three (3) payments** shall be made on the last day of: **December, January and February**. The **fourth (4th) payment** shall be made as soon as possible, that is, after the final inspection of the premises no later than April 30, provided there are no claims against the Contractor.



6.4 SACC Manual Clauses

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

6.5 Travel and Living Expenses

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

7. Invoicing Instructions

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.

Invoices must be distributed as follows:

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

8. Certifications and Additional Information

8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

9. Applicable Laws

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

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 (2016-04-04), Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____ (to be inserted at contract award)

11. 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 Annex C. 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.

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 (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.

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 supplier 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.

21. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [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.

22. Information Guide for Contractors

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



ANNEX A – Statement of Work

1. PURPOSE

The following specifications were set out to define the locations, method and way of clearing snow from Joliette Institution by providing the qualified workforce, expertise, materials, transportation, tools, equipment, accessories and all other provisions or knowledge necessary to carry out the work.

2. SCOPE OF WORK

2.1 General

- a) The contract shall be valid for the locations, roads, entrances, parking areas, etc. that are indicated in the plan provided with the aforementioned request for proposals.
- b) The areas shown in the plan are provided for information only, and the surfaces will need to be verified on the premises during the mandatory visit by the Contractor before submitting its proposal. No additional claim aimed at establishing that the plans show less surface area than what the locations measure will be accepted after the contract is awarded.
- c) The snow removal must be complete, in accordance with the contract.
- d) Snow removal work within the barriers and security fences must be completed between 08:00 and 16:30 every day of the week (7 days).

Note: However, this service **may be required in the evening and/or at night** upon the call of the officer responsible for the institution.

There are no restrictions for the work located outside the penitentiary's security fences.

- e) The sidewalks of the main entrances and roadways must be kept free of snow and ice at all times. (Subject to accessibility of the premises).
- f) During a snowfall, the snow removal material must be spread in such a way as to simultaneously cover the largest surface area possible. The Contractor must use the necessary equipment to distribute it promptly in such a way as to ensure the continuous circulation of vehicles, while ensuring to not neglect the snow removal in other areas set forth under the contract. (Subject to accessibility of the premises).
- g) **Snowbanks:** Piled snow must be entirely transported, after each snowfall, to the areas identified in the plan (exterior dumping area located to the west (1), in the interior dumping area located to the north-east (2), and the identified dumping areas (3).

The Contractor shall ensure to not create snow piles that may adversely affect the institution's security. Therefore, all piles will need to be spread out as soon as piling begins. The Contractor shall level off all snowbanks, as is required to do so or as is necessary, to ensure that there is a clear field of vision at roadway intersections, to allow access to roads and to ensure that institution's security is not adversely affected.



- h) **Piling:** The Contractor is authorized to use a snowblower in dumping areas and vacant areas that are allocated for this purpose. The snow must not be blown or piled near road signs or fire hydrants so as not to obstruct their visibility or access. The snow shall not be projected towards buildings. In restricted accumulation areas, the piles must never exceed the limit set forth in 2.2.
- i) **Drifting snow:** Whenever there is drifting snow, even without precipitation, the Contractor shall ensure that paths, sidewalks for pedestrian access, parking areas and other designated locations remain clear so that vehicles and pedestrians can circulate normally. The Contractor shall receive no additional payment for this work.
- j) **Markers:** Before the first snowfall, the Contractor shall mark the surfaces where snow shall be removed, and also locate all fire hydrants or any other element that needs to be protected. This work will need to be approved and executed to the satisfaction of the Chief, Facilities Management or his/her replacement. Their use inside the security fences shall be kept to a minimum. They shall be constructed so that they cannot be used as an edged weapon, casing, club, etc. Their placement and construction shall not in any way adversely affect the security of the institution. A proposal shall be approved by the institution before the contract enters into effect. As for markers used outside the security fences, no restrictions are required.
- k) **Roofs:** Following a major snowfall or after an accumulation of snow that requires the snow to be cleared from a roof, a team of no fewer than six (6) labourers must be available to remove snow from roofs. The Contractor shall provide the required sleigh shovels and the institution will provide the snowblowers to allow the snow to be brought down from the roofs in a safe manner.
- l) **On-call work:** Some snow removal work other than what has been previously specified may be required on occasion depending on the operational needs of the institution. A price is required for one-time snow removal operations on request for areas A and B.

2.2. General provisions

a) During a snowfall or snowstorm

Snow is to be removed from main access roads, sidewalks, pedestrian entrances, parking areas and other sections indicated in the drawings to ensure the free flow of vehicles and pedestrians.

b) During a snowfall, snowstorm or drifting snow

Snow removal or de-icing resources are to be put to use as soon as snow begins to drift or at the start of precipitation for its entire duration;

The accumulation of snow on the roadway shall generally not exceed three (3) cm for the entire duration of precipitation;

Snow removal and de-icing equipment shall be regularly rotated every two (2) hours at maximum for the entire duration of precipitation;

Once the snow removal operation is complete, the thickness of the remaining snow on the roadway shall not exceed one (1) cm; and

The roadway shall be completely cleared down to the pavement:

- No more than three (3) hours after the end of precipitation;
- As needed, de-icing material is to be spread before peak traffic hours when temperatures are not lower than -15°C in the hour after de-icing material is spread; if the temperature is lower than -15°C, special efforts shall be made to ensure that the roadway is completely de-iced as soon as possible;



- The roadway is to be safe at all times in C areas by applying salt and/or abrasives at critical points, particularly at the beginning of and sometimes during a precipitation, mainly during the day and during staff shift changes at 07:00, 15:00, 18:30 and 23:00. In addition, there shall be close monitoring of access roads, parking areas, shade-covered areas, as well as wind-sensitive areas and low-lying roads, etc.; and
- During long-lasting and high-volume freezing rain, we recommend using abrasives. If this is glazed frost, we recommend quickly using salt during the precipitation and before the temperature drops.

c) Loading and transportation

Snow will need to be blown in the permitted dumping areas and far enough from the sides of paths and shoulders such that the snowbanks do not contravene traffic regulations and do not adversely affect the institution's security, and such that they leave fire hydrants or water connections accessible and road signs in clear view.

Note: Snow will need to be blown to a sufficient height so as not to trigger alarm devices on the fences. Blowing snow through the fences is strictly prohibited.

- **All snow piles shall be more than 10 metres from any building or fence.**

In snow removal areas where snow must be transported, the Contractor shall mechanically load any snow that is piled on streets, sidewalks for pedestrian entrances, parking areas, alleys, etc. and transport it using dump trucks to the exterior dumping area as indicated in the plans. In the event that this authorized dumping area has been filled to capacity and with confirmation, agreement and signed authorization by a CSC representative, the Contractor will need to arrange for a site to which the snow can be removed. It will need to transport the snow to an approved site and in compliance with municipal bylaws affecting this type of disposal. In restricted accumulation areas, the limit is set at 12 feet in height.

The cost of transporting this additional snow shall be paid by the Contractor, according to the cost indicated in Appendix B – Basis of Payment.

The Contractor will be responsible for the volume of snow that is removed, that is, being compliant and recorded in the log and verified by the CSC Representative.

The dumping area located in the North/East can only be used for removing snow in internal sectors in the perimeter sector.

d) Spreading

Every time that it is necessary, in order to keep ice from forming or to prevent accidental falls, the Contractor shall spread salt or other mixtures that have been approved and comply with environmental standards in the designated sectors. When temperatures are very low and de-icing salt becomes ineffective, the Contractor shall spread 1/8" clean stone in order to make access points less slippery.

The cost of supplying, transporting and spreading these materials shall be paid by the Contractor and are included in the amounts in Appendix B – Schedule of costs.

If the Contractor fails in its obligations, upon notice from the CSC Representative, the Contractor shall lose its provisions to oversee the performance of this work. No additional claim on the Contractor's part will be accepted by CSC.

e) Mixture for melting snow

ROAD SALT MIXED 50/50 WITH 1/8" CLEAN STONE: for the main exterior road, the parking areas located in the southwest, the parking area located in the northwest and the road located inside the



perimeter. The sidewalks of pedestrian entrances must be sprinkled with low-calcium salt. These products shall be as they are described or any other mixture that is approved by the institution and in compliance with environmental standards.

2.3 Included work

- a) Snow clearance and snow removal during a snowfall or snowstorm.
- b) Snow removal from roads and parking areas, the main barricade, both the north and south main entrances, and the ramp and warehouse platform sections.
- c) Snow removal from around fire hydrants to keep them accessible at all times.
- d) Snow removal from road signs to keep them visible at all times.
- e) Loading and transportation of snow piled in the dumping area located in the northwest, as defined in the plan (if necessary).
- f) Supply and spreading of mixture for melting snow (roadway, sidewalks of pedestrian entrances, parking areas, roads and paths (peripheral pathway inside of the fences).
- g) Supply of a maximum of **34 bins**, each with a capacity of 1,000 lbs, and containing a 50/50 mixture of low-calcium salt and 1/8" clean stone. The Contractor shall ensure that each bin is filled as needed during winter. The mixture shall be dry and of an acceptable quality. These 34 bins shall be placed in autumn at the designated locations by the institution's maintenance services, and removed in spring and stored in the institution's storage area.
- h) The supply, installation and removal of supplied protective elements in spring.
- i) The supply and installation (and removal in spring) of posts and marker accessories and signs used for the snow removal contract.
- j) The cleaning of the surface water drainage system to allow snow to melt and without any accumulations of water.
- k) The **spring cleaning** of all parking areas, roads, entrances and sidewalks to remove particles of sand, rock and salt that have spread over the course of winter.

3. EQUIPMENT

3.1 Required devices

Sufficient machinery will need to be provided for in order to allow the Contractor to carry out the work that is stipulated in the contract in a prompt and effective manner.

3.2 List of devices

The Contractor shall provide a complete of the proposed machinery to be used to carry out the work stipulated in the request for proposals, and will need to be submitted to Correctional Service Canada and Joliette Institution before the contract is signed.

3.3 Inspection of devices

Correctional Service Canada reserves the right to reject proposals from bidders whose machinery is, after inspection, judged to be insufficient, inappropriate or inadequate to suitably carry out the work represented in the contract.



3.4 Specifications

Any machinery used in carrying out this contract will need to be in perfect condition and in working order to ensure that the work can be done in a satisfactory manner.

The Contractor shall replace any defective machinery as soon as possible so as to meet contract deadlines.

3.5 Specific requirements

The Contractor must be able at all times during the contract to provide, at the very least, the heavy machinery, the workforce, and the following equipment to carry out snow removal work:

- A snowblower (2 m long X 1.25 m high);
 - A scoop-type loader (2.5 m long X 1.8 m high);
 - A truck equipped with a spreader for sand, rock or salt;
 - Mini snowblower (12 hp);
 - Scrapers and shovels;
 - Dump truck (10-wheel) (if needed);
 - Equipment required for adequately spreading snow-melting mixture on entrances and sidewalks.
- a) The Contractor shall rent additional machinery, tools or equipment as required if not already possessed, and at no additional cost to Correctional Service Canada. The same applies in the event that the supplied machinery cannot operate.
- b) At all times during the contract, the Contractor is responsible for the maintenance, repair and supply of fuel that is necessary for the proper operation of machinery, tools and equipment.

4. AVAILABILITY OF MACHINERY AND STAFF DURING THE WORK PERIOD

4.1 Throughout the duration of the contract, the Contractor shall have a representative who is available 24 hours a day, 7 days a week, and who may be reached to carry out snow clearance and/or snow removal.

The appointed person will need to be able to take action on the premises with all of the required equipment and workforce within a period of one hour after having been notified.

4.2 The Contractor shall begin snow removal work without delay and continue with it until it is completed each time that a snowfall or snowstorm requires its staff and devices to be put into use, Sundays and holidays included.

4.3 The Contractor shall undertake to provide any additional workforce, tools, machinery and equipment that is required during heavy precipitations in order to comply with the deadlines for carrying out the contract.

4.4 As soon as one or more precipitations of snow reach at least 5 centimetres, the Contractor shall go to the penitentiary's reserve in order to begin snow clearance and removal work immediately, without being requested by the institution. **However, this shall not be interpreted as allowing the Contractor to let 5 centimetres of snow to accumulate.**

4.5 As a general rule, the period for carrying out snow clearance and removal work after a snowfall or snowstorm should not exceed 4 hours.

4.6 Correctional Service Canada (Joliette Institution) reserves the right to rent or use the necessary equipment and workforce to make up for any shortcomings by the Contractor in carrying out the terms of the contract and at the Contractor's cost.



- 4.7 During major snowfalls, snowstorms or glazed frost, the Contractor will need to ensure that it clears roadways and sidewalks for pedestrian entrances (including de-icing) **before the institution's shift change period (at 07:30, 15:30 and 19:15)** and coordinates with the institution's Chief, Facilities Management. (Mainly in regard to the south entrance.)

5. SUPERVISION OF THE CONTRACT

- 5.1 The Contractor shall ensure adequate supervision of machinery during its use on the site.
- 5.2 The institution's Chief, Facilities Management, or his/her replacement shall be the person responsible for everything that falls under the snow clearance contract and who will see the liaison department for anything relating to snow clearance and/or removal.
- 5.3 During weekends and after 16:30 during weekdays, the institution's person responsible will have the authority to coordinate actions that fall under the snow clearance contract.

6. TIME RECORDING

A log that is used to note the time of arrival and departures and the type of machinery used will be kept by the institution. It will be the Contractor's responsibility to report to the person responsible at the institution all information dealing with the arrival, departure and type of machinery used on the day when snow is to be cleared.

The following information shall be recorded at the institution's control post:

- a) The time of arrival and time of departure;
- b) The names of the people who will be working on snow removal.

7. EXAMINATION OF THE PREMISES

- 7.1 All bidders will need to visit the premises before submitting their proposal in order to note the scale and the work needs.
- 7.2 Along with one or more representatives of the institution, the Contractor shall inspect all roadway surfaces, parking areas, edges of sidewalks, fire hydrants, road signs, fences, gravel and grass surfaces, landscaping, and dumping areas before the contract enters into effect to deal with any disagreements relating to damages caused to the property, etc.
- 7.3 A similar inspection will be conducted immediately after the expiration of the contract. The Contractor will be held responsible for all damage caused by machinery or tradespersons to CSC property. Correctional Service Canada reserves the right to have restoration work done by the Contractor of its choosing.

8. SECURITY REQUIREMENTS

8.1 On-site work

The Contractor is required to submit the name, address and date of birth of all persons in their employ and subcontractors on the reserve to the institution's Coordinator, Correctional Operations. Form to be completed: Consent CPIC Clearance Request CSC/SCC 1279 (document included).

The Warden has the right to refuse anyone permission to enter the reserve. This refusal will apply when the Warden has grounds to believe that the presence of this person or these persons at the Complex may represent a risk to the institution's security.

Work inside the security fences shall be done while escorted by an employee from the institution.



8.2 Tools and equipment

Under this contract, the Contractor shall not leave any tools or equipment on the premises outside of the periods reserved for snow removal.

During the periods in which snow removal is done, the Contractor shall ensure that no tools, etc., are left around unsupervised at any time. If the Contractor wishes to leave light tools and equipment on the premises, it will need to provide a list of them, as well as the dimensions and specifics of each tool, and ensure that prior authorization is obtained from the Warden of the institution.

If, after analysis and verification, the institution agrees to keep these tools and equipment on the premises, an inventory of all of these tools and equipment shall be kept up to date and made available to the Warden. If this is the case, they will need to be placed at such locations and under such conditions as are approved by the Warden.

Correctional Service Canada assumes no responsibility for the Contractor's equipment that is stored or left on site, as well as any resulting actions or incidents.

8.3 Access

The Warden can restrict or prohibit any party whatsoever from accessing the institution. It may be required that at certain locations or under certain circumstances, no civilian employee may be admitted unless escorted by an employee from the institution.

For all matters concerning the institution's security, the Contractor shall cooperate with the Warden and his/her staff and comply with all requirements.

8.4 Cooperation

The Warden shall ensure that the Contractor and its representatives are given full freedom of reasonable action in order to perform the work diligently and competently.



ANNEX B – Proposed Basis of Payment

1.0 Contract Period

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

For the provision of services as described in Annex A - Statement of Work, the Contractor will be paid the all inclusive firm rate(s) below in the performance of this Contract, Applicable Taxes extra.

- The base price applies **no matter the amount of precipitation in centimetres.**
- These rates include work for cleaning roads, parking areas and sidewalks as described in the specifications.
- These rates include the installation (in autumn) and removal (in spring) of posts, bins, marker accessories and signs used for the snow removal contract.

PERIOD FIRM: From date of award until October 31, 2017

FIXED PART

Provide a **price per square metre** for roads, sidewalks, and parking areas, totalling **10,601 square metres**, for all snow clearance work and spreading of abrasives over the surface, as indicated in the plan (C AREAS).

DESCRIPTION	For the period From date of award until October 31, 2017
Snow removal over a surface area of <u>10,601 m²</u> - Area C , including all snow clearance work, spreading of abrasives and work for cleaning roads, parking areas, sidewalks, etc.	\$ _____ / Square metre
COST PER SQUARE METRE: \$ _____ /m² X 10,601 m² OF SURFACE: \$ _____	
To establish the calculated price, multiply the number of m ² by the total approximate surface area.	

VARIABLE SECTION (ON REQUEST - AS NEEDED)

TABLE 1: VARIABLE SECTION – EQUIPMENT RENTAL

Provide the hourly rates for each piece of equipment (including the operator) that is used to clear, load and transport or blow snow.

DESCRIPTION	Hourly rate From date of award until October 31, 2017
Snowblower (2 m X 1.25 m high)	\$ _____ / hour
Scoop-type loader (2.5 m long X 1.8 m high)	\$ _____ / hour
Mini snowblower (12 hp)	\$ _____ / hour
Truck/salt and sand spreader	\$ _____ / hour



Dump truck (10 wheel)	\$_____ / hour
Hourly rate for labourers (for shovelling work)	\$_____ / hour

TABLE 2: VARIABLE SECTION – SUPPLY AND CLEARANCE

DESCRIPTION	Unit rate From date of award until October 31, 2017
ITEM I Provide a price per metric ton for supply and spreading of aggregates - 1/8" clean stone	\$_____ / metric ton
ITEM II Price per metric ton for supply and spreading of aggregates – Salt	\$_____ / metric ton
ITEM III Provide a price per metric ton for supply and spreading of aggregates – Low-calcium salt	\$_____ / metric ton
ITEM IV Provide a set price for clearance – Area A: approximate surface area of +/- 1,569 m². <i>*(Based on an accumulation of one (1) metre in height)</i>	\$_____ / square metre
ITEM V Provide a set price for clearance – Area B: approximate surface area of +/- 3,271 m². <i>*(Based on an accumulation of one (1) metre in height)</i>	\$_____ / square metre

TABLE 3 - VARIABLE SECTION – SNOW DISPOSAL

DESCRIPTION	Unit rate From date of award until October 31, 2017
Price per unit for disposing of snow that must be transported off site.	\$_____ / metric ton

Costs and expenses

ONLY services that are invoiced according to the rates submitted above will be paid. The submitted rates include EVERYTHING that is necessary for carrying out work in accordance with the expected services. This includes, among other things: administrative costs and expenses, profit, transportation of workforce, equipment and materials and/or any other costs that are necessary for delivering services.

Hourly rates

ONLY the services rendered will be paid. Hourly rates apply to productive work time on-site. Hourly rates do not apply to meal breaks or unauthorized breaks. No surplus will be paid for travel time to reach the site. In other words, the paid time shall be calculated at time of arrival at and departure from the institution.

Set hourly rate includes staff travel costs (if needed).



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

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

OPTION YEAR 1: From November 1, 2017, to October 31, 2018

FIXED PART

Provide a **price per square metre** for roads, sidewalks, and parking areas, totalling **10,601 square metres**, for all snow clearance work and spreading of abrasives over the surface, as indicated in the plan (C AREAS).

DESCRIPTION	For the period From November 1, 2017, to October 31, 2018
Snow removal over a surface area of <u>10,601 m²</u> - Area C , including all snow clearance work, spreading of abrasives and work for cleaning roads, parking areas, sidewalks, etc.	\$ _____ / Square metre
COST PER SQUARE METRE: \$ _____ /m² X 10,601 m² OF SURFACE: \$ _____	
To establish the calculated price, multiply the number of m ² by the total approximate surface area.	

VARIABLE SECTION (ON REQUEST - AS NEEDED)

TABLE 1: VARIABLE SECTION – EQUIPMENT RENTAL

Provide the hourly rates for each piece of equipment (including the operator) that is used to clear, load and transport or blow snow.

DESCRIPTION	Hourly rate From November 1, 2017, to October 31, 2018
Snowblower (2 m X 1.25 m high)	\$ _____ / hour
Scoop-type loader (2.5 m long X 1.8 m high)	\$ _____ / hour
Mini snowblower (12 hp)	\$ _____ / hour
Truck/salt and sand spreader	\$ _____ / hour
Dump truck (10 wheel)	\$ _____ / hour
Hourly rate for labourers (for shovelling work)	\$ _____ / hour



TABLE 2: VARIABLE SECTION – SUPPLY AND CLEARANCE

DESCRIPTION	Unit rate
	From November 1, 2017, to October 31, 2018
ITEM I Provide a price per metric ton for supply and spreading of aggregates - 1/8" clean stone	\$_____ / metric ton
ITEM II Price per metric ton for supply and spreading of aggregates – Salt	\$_____ / metric ton
ITEM III Provide a price per metric ton for supply and spreading of aggregates – Low-calcium salt	\$_____ / metric ton
ITEM IV Provide a set price for clearance – Area A: approximate surface area of +/- 1,569 m². <i>*(Based on an accumulation of one (1) metre in height)</i>	\$_____ / square metre
ITEM V Provide a set price for clearance – Area B: approximate surface area of +/- 3,271 m². <i>*(Based on an accumulation of one (1) metre in height)</i>	\$_____ / square metre

TABLE 3 - VARIABLE SECTION – SNOW DISPOSAL

DESCRIPTION	Unit rate
	From November 1, 2017, to October 31, 2018
Price per unit for disposing of snow that must be transported off site.	\$_____ / metric ton

Costs and expenses

ONLY services that are invoiced according to the rates submitted above will be paid. The submitted rates include EVERYTHING that is necessary for carrying out work in accordance with the expected services. This includes, among other things: administrative costs and expenses, profit, transportation of workforce, equipment and materials and/or any other costs that are necessary for delivering services.

Hourly rates

ONLY the services rendered will be paid. Hourly rates apply to productive work time on-site. Hourly rates do not apply to meal breaks or unauthorized breaks. No surplus will be paid for travel time to reach the site. In other words, the paid time shall be calculated at time of arrival at and departure from the institution.

Set hourly rate includes staff travel costs (if needed).



OPTION YEAR 2: From November 1, 2018, to October 31, 2019

FIXED PART

Provide a **price per square metre** for roads, sidewalks, and parking areas, totalling **10,601 square metres**, for all snow clearance work and spreading of abrasives over the surface, as indicated in the plan (C AREAS).

DESCRIPTION	For the period From November 1, 2018, to October 31, 2019
Snow removal over a surface area of 10,601 m² - Area C , including all snow clearance work, spreading of abrasives and work for cleaning roads, parking areas, sidewalks, etc.	\$_____ / Square metre
COST PER SQUARE METRE: \$_____ /m² X 10,601 m² OF SURFACE: \$_____	
To establish the calculated price, multiply the number of m ² by the total approximate surface area.	

VARIABLE SECTION (ON REQUEST - AS NEEDED)

TABLE 1: VARIABLE SECTION – EQUIPMENT RENTAL

Provide the hourly rates for each piece of equipment (including the operator) that is used to clear, load and transport or blow snow.

DESCRIPTION	Hourly rate From November 1, 2018, to October 31, 2019
Snowblower (2 m X 1.25 m high)	\$_____ / hour
Scoop-type loader (2.5 m long X 1.8 m high)	\$_____ / hour
Mini snowblower (12 hp)	\$_____ / hour
Truck/salt and sand spreader	\$_____ / hour
Dump truck (10 wheel)	\$_____ / hour
Hourly rate for labourers (for shovelling work)	\$_____ / hour

TABLE 2: VARIABLE SECTION – SUPPLY AND CLEARANCE

DESCRIPTION	Unit rate From November 1, 2018, to October 31, 2019
ITEM I Provide a price per metric ton for supply and spreading of aggregates - 1/8" clean stone	\$_____ / metric ton
ITEM II Price per metric ton for supply and spreading of aggregates – Salt	\$_____ / metric ton



<p>ITEM III Provide a price per metric ton for supply and spreading of aggregates – Low-calcium salt</p>	<p>\$_____ / metric ton</p>
<p>ITEM IV Provide a set price for clearance – Area A: approximate surface area of +/- 1,569 m². <i>*(Based on an accumulation of one (1) metre in height)</i></p>	<p>\$_____ / square metre</p>
<p>ITEM V Provide a set price for clearance – Area B: approximate surface area of +/- 3,271 m². <i>*(Based on an accumulation of one (1) metre in height)</i></p>	<p>\$_____ / square metre</p>

TABLE 3 - VARIABLE SECTION – SNOW DISPOSAL

DESCRIPTION	Unit rate From November 1, 2018, to October 31, 2019
Price per unit for disposing of snow that must be transported off site.	\$_____ / metric ton

Costs and expenses

ONLY services that are invoiced according to the rates submitted above will be paid. The submitted rates include EVERYTHING that is necessary for carrying out work in accordance with the expected services. This includes, among other things: administrative costs and expenses, profit, transportation of workforce, equipment and materials and/or any other costs that are necessary for delivering services.

Hourly rates

ONLY the services rendered will be paid. Hourly rates apply to productive work time on-site. Hourly rates do not apply to meal breaks or unauthorized breaks. No surplus will be paid for travel time to reach the site. In other words, the paid time shall be calculated at time of arrival at and departure from the institution.

Set hourly rate includes staff travel costs (if needed).



OPTION YEAR 3: From November 1, 2019, to October 31, 2020

FIXED PART

Provide a **price per square metre** for roads, sidewalks, and parking areas, totalling **10,601 square metres**, for all snow clearance work and spreading of abrasives over the surface, as indicated in the plan (C AREAS).

DESCRIPTION	For the period From November 1, 2019, to October 31, 2020
Snow removal over a surface area of 10,601 m² - Area C , including all snow clearance work, spreading of abrasives and work for cleaning roads, parking areas, sidewalks, etc.	\$_____ / Square metre
COST PER SQUARE METRE: \$_____ /m² X 10,601 m² OF SURFACE: \$_____	
To establish the calculated price, multiply the number of m ² by the total approximate surface area.	

VARIABLE SECTION (ON REQUEST - AS NEEDED)

TABLE 1: VARIABLE SECTION – EQUIPMENT RENTAL

Provide the hourly rates for each piece of equipment (including the operator) that is used to clear, load and transport or blow snow.

DESCRIPTION	Hourly rate From November 1, 2019, to October 31, 2020
Snowblower (2 m X 1.25 m high)	\$_____ / hour
Scoop-type loader (2.5 m long X 1.8 m high)	\$_____ / hour
Mini snowblower (12 hp)	\$_____ / hour
Truck/salt and sand spreader	\$_____ / hour
Dump truck (10 wheel)	\$_____ / hour
Hourly rate for labourers (for shovelling work)	\$_____ / hour

TABLE 2: VARIABLE SECTION – SUPPLY AND CLEARANCE

DESCRIPTION	Unit rate From November 1, 2019, to October 31, 2020
ITEM I Provide a price per metric ton for supply and spreading of aggregates - 1/8" clean stone	\$_____ / metric ton
ITEM II Price per metric ton for supply and spreading of aggregates – Salt	\$_____ / metric ton



<p>ITEM III Provide a price per metric ton for supply and spreading of aggregates – Low-calcium salt</p>	<p>\$_____ / metric ton</p>
<p>ITEM IV Provide a set price for clearance – Area A: approximate surface area of +/- 1,569 m². <i>*(Based on an accumulation of one (1) metre in height)</i></p>	<p>\$_____ / square metre</p>
<p>ITEM V Provide a set price for clearance – Area B: approximate surface area of +/- 3,271 m². <i>*(Based on an accumulation of one (1) metre in height)</i></p>	<p>\$_____ / square metre</p>

TABLE 3 - VARIABLE SECTION – SNOW DISPOSAL

DESCRIPTION	Unit rate From November 1, 2019, to October 31, 2020
Price per unit for disposing of snow that must be transported off site.	\$_____ / metric ton

Costs and expenses

ONLY services that are invoiced according to the rates submitted above will be paid. The submitted rates include EVERYTHING that is necessary for carrying out work in accordance with the expected services. This includes, among other things: administrative costs and expenses, profit, transportation of workforce, equipment and materials and/or any other costs that are necessary for delivering services.

Hourly rates

ONLY the services rendered will be paid. Hourly rates apply to productive work time on-site. Hourly rates do not apply to meal breaks or unauthorized breaks. No surplus will be paid for travel time to reach the site. In other words, the paid time shall be calculated at time of arrival at and departure from the institution.

Set hourly rate includes staff travel costs (if needed).

3.0 Applicable Taxes

All prices and amounts of money in the contract are exclusive of Applicable Taxes, unless otherwise indicated. Applicable Taxes are extra to the price herein and will be paid by Canada.



ANNEX C – Insurance requirements

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of 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. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
 - m. Owner's or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - n. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - o. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.



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.



Annex D – Evaluation criteria

1.0 Technical Evaluation:

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

- (a) Mandatory Technical Criteria

It is **imperative** that the proposal **address each of these criteria** to demonstrate that the requirements are met.

- 1.2 LISTING EXPERIENCE WITHOUT PROVIDING ANY SUBSTANTIATING DATA TO SUPPORT WHERE, WHEN AND HOW SUCH EXPERIENCE WAS OBTAINED WILL RESULT IN THE STATED EXPERIENCE NOT BEING CONSIDERED FOR EVALUATION PURPOSES.
- 1.3 All experience must be strictly work-related. Time spent during education and/or training will not be considered, unless otherwise indicated.
- 1.4 Experience must be demonstrated through a history of past projects, either completed or on-going.
- 1.5 References must be provided for each project/employment experience.
- I. Where the stated experience was acquired within a Canadian Federal Government Department or Agency **as a Public Servant**, the reference must be a Public Servant who had a supervisory role over the proposed resource during the stated employment.
 - II. Where the stated experience was acquired within a Canadian Federal Government Department or Agency **as a consultant**, the reference must be the Public Servant who was identified as the Project Authority of the project on which the proposed resource acquired the experience.
 - III. References must be presented in this format:

1.6 Response Format

- I. In order to facilitate evaluation of proposals, it is recommended that bidders' proposals address the mandatory criteria in the order in which they appear in the Evaluation Criteria and using the numbering outlined.
- II. Bidders are also advised that the month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.
- III. For any requirements that specify a particular time period (e.g., 2 years) of work experience, CSC will disregard any information about experience if the technical bid does not include the required month and year for the start date and end date of the experience claimed.
- IV. CSC will also only evaluate the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.



MANDATORY TECHNICAL CRITERIA – SNOW REMOVAL SERVICE				
#1	The Bidder must provide information that it has all the functional machinery described below by entering the model and year of the equipment listed below.			
	EQUIPMENT	MODEL	YEAR	MET/NOT MET
	Snowblower (2 m X 1.25 m high)			
	Scoop-type loader (2.5 m long X 1.8 m high)			
	Truck/salt and sand spreader			
	Mini snowblower (12 HP)			
	Dump truck (10 wheel)			