



**RETURN BIDS TO :**  
**RETOURNER LES SOUMISSIONS À :**  
 Bid Receiving - Réception des  
 soumissions:  
**Elizabeth Wheeler Ref: 21120-18-2525294**  
 Senior Procurement Officer / Agent principal  
 d'approvisionnement  
 Mailroom, Correctional Service Canada / Salle  
 du courrier, Service correctionnel Canada  
 Ground Floor / rez-de-chaussée  
 340 Laurier Ave W. / 340, avenue Laurier O.  
 Ottawa, Ontario  
 K1A 0P9

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

**Proposal to: Correctional Service Canada**

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

**Proposition à: Service Correctionnel du Canada**

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

**Comments — Commentaires :**

THIS DOCUMENT DOES NOT CONTAIN A SECURITY REQUIREMENT” «LE PRÉSENT DOCUMENT NE COMPORTE AUCUNE EXIGENCE RELATIVE À LA SÉCURITÉ

**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> Driver Services	
<b>Solicitation No. — N° de l'invitation</b> 21120-18-2525294	<b>Date:</b> 2017-09-12
<b>Client Reference No. — N° de Référence du Client</b> 21120-18-2525294	
<b>GETS Reference No. — N° de Référence de SEAG</b> 21120-18-2525294	
<b>Solicitation Closes — L'invitation prend fin</b> at /à : 14 :00 Eastern Daylight Time (EDT) on /le : 2017-10-23	
<b>F.O.B. — F.A.B.</b> Plant – Usine:                      Destination:                      Other-Autre:	
<b>Address Enquiries to — Soumettre toutes questions à:</b> Elizabeth Wheeler	
<b>Telephone No. – N° de téléphone:</b> 613-996-9389	<b>Fax No. – N° de télécopieur:</b> 613-992-8443
<b>Destination of Goods, Services and Construction:</b> <b>Destination des biens, services et construction:</b>  See herein	
<b>Instructions: See Herein</b> <b>Instructions : Voir aux présentes</b>	
<b>Delivery Required — Livraison exigée :</b> See herein	<b>Delivery Offered – Livraison proposée :</b> See herein
<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>	
_____	
Name / Nom	Title / Titre
_____	
Signature	Date
(Sign and return cover page with bid proposal / Signer et retourner la page de couverture avec la proposition)	



## TABLE OF CONTENTS

### **PART 1 - GENERAL INFORMATION**

1. Introduction
2. Summary
3. Statement of Work
4. Revision of Departmental Name
5. Debriefings
6. Trade Agreements

### **PART 2 - BIDDER INSTRUCTIONS**

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Former Public Servant
4. Enquiries, Bid Solicitation
5. Applicable Laws

### **PART 3 - BID PREPARATION INSTRUCTIONS**

1. Bid Preparation Instructions
2. Section I: Technical Bid
3. Section II: Financial Bid
4. Section III: Certifications
5. Section IV: Additional Information (if applicable)

### **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

1. Evaluation Procedures
2. Basis of Selection
3. Insurance Requirements

### **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

1. Certifications Required with the Bid
2. Certifications Precedent to Contract Award and Additional Information

### **PART 6 - RESULTING CONTRACT CLAUSES**

1. Security Requirement
2. Statement of Work
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications and Additional Information
9. Applicable Laws
10. Priority of Documents
11. Termination on Thirty Days Notice
12. Insurance - Specific Requirements



13. Ownership Control
14. Closure of Government Facilities
15. Tuberculosis Testing
16. Compliance with CSC Policies
17. Health and Labour Conditions
18. Identification Protocol Responsibilities
19. Dispute Resolution Services
20. Contract Administration
21. Privacy
22. Proactive Disclosure of Contracts with Former Public Servants
23. Information Guide for Contractors

**List of Annexes:**

- Annex A – Statement of Work
- Annex B – Proposed Basis of Payment
- Annex C – Evaluation Criteria
- Annex D – CSC Task Authorization form
- Annex E – Daily Trip Sheet form
- Annex F – Fuel Tax Credit Report form



## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

The bid solicitation is divided into six parts plus attachments and annexes, as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

Annexes: includes Statement of Work, Basis of Payment, Evaluation Criteria, CSC Task Authorization Form, Daily Trip Sheet Form, Fuel Tax Credit Form

### **2. Summary**

(i) To provide drivers to operate CORCAN owned and rented Tractor Trailers, Refrigerated Vans, Cargo Vans and Trucks for the shipment and delivery of CORCAN manufactured, refurbished and agricultural goods to various locations in Ontario and Quebec. The Contractor must also provide assistance in customer services, as required.

(ii) CORCAN, a Special Operating Agency of the Correctional Service of Canada (CSC).

(iii) Period of contract shall be from date of contract award to March 31 2018 with Canada having the irrevocable option to extend the contract by 3 periods of one year each.

### **3. Statement of Work**

The Work to be performed is detailed under Article 2 of the resulting contract clauses.

### **4. 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.

### **5. Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### **6. Trade Agreements**

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), and the Canadian Free Trade Agreement (CFTA).



## **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 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

### **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.

### **3. 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.



#### **4. Enquiries – Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than **seven (7)** calendar 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.

#### **5. Applicable Laws**

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

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: **four (4) 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 a separate document from their technical proposal.**

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

- i. use a numbering system that corresponds to the bid solicitation.

### **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.

### **2. Basis of Selection – Mandatory Technical Criteria**

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.

### **3. Insurance Requirements – Specific Requirement**

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

- i. 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;
- ii. Bidders bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- iii. 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 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](#)" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)).

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



### **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 Language Requirements - English Essential**

By submitting a bid, the Bidder certifies that, should it be awarded a contract as result of the bid solicitation, every individual proposed in its bid will be fluent in English. The individual(s) proposed must be able to communicate orally and in writing in English without any assistance and with minimal errors.

### **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. Site Security Requirement**

NIL security screening is required as there is no access to sensitive information or assets. Contractor personnel will be escorted in specific areas of the institution / site as and where required by Correctional Service Canada personnel or those authorized by CSC 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 requirements 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 by any Contractor personnel, at any time.

### **2. Statement of Work**

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

#### **2.1 Task Authorization**

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

##### **2.1.1 Task Authorization Process**

1. The Project Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Annex D.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, within four (4) hours of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

##### **2.1.2 Task Authorization Limit**

The Project Authority may authorize individual task authorizations up to a limit of **\$10,000.00** Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.



#### **2.1.4 Canada's Obligation - Portion of the Work - Task Authorizations**

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

#### **2.1.5 Periodic Usage Reports – Contracts with Task Authorizations**

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 30 calendar days after the end of the reporting period.

#### ***Reporting Requirement- Details***

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

##### **For each authorized task:**

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

##### **For all authorized tasks:**

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.



### 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 is from date of Contract to **March 31, 2018** inclusive.

#### 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 one (1) year period(s) 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: Elizabeth Wheeler  
Title: Senior Procurement Officer  
Correctional Service Canada  
Branch/Directorate: Contracting and Materiel Services  
Telephone: (613) 996-9389  
Facsimile: (613) 992-8443  
E-mail address: [elizabeth.wheeler@csc-scc.gc.ca](mailto:elizabeth.wheeler@csc-scc.gc.ca)

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

**5.2 Project Authority**

The Project Authority for the Contract is: to be determined at contract award

Name: (XXX)  
Title: (XXX)  
Correctional Service Canada  
Branch/Directorate: (XXX)  
Telephone: (XXX)  
Facsimile: (XXX)  
E-mail address: (XXX)

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

[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 – Firm Unit Price(s) – Task Authorizations**

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm hourly rate, in accordance with the basis of payment, in Annex B, as specified in the authorized TA. 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

### **6.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations**

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ \_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. 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 sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. 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 Method of Payment – Monthly Payment**

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

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



### **6.3 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

### **6.4 Travel and Living Expenses**

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

### **6.5 Payment of Invoices by Credit Card**

The Contractor accepts to be paid using the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);

## **7. Invoicing Instructions**

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

Each invoice must be supported by:

- a. a copy of all approved Task Authorizations
- b. signed bill of lading for each delivery

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.

CORCAN  
1484 Centennial Drive  
Kingston, ON K7L 4V2  
Attention: Larry Tyrrell

- b. one (1) copy must be forwarded to the consignee.

## **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 Ontario.

## **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), General Conditions- Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the signed Task Authorizations (including all of their annexes, if any);
- (f) 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 below. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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



## 12.1 Commercial General Liability Insurance

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 **\$5,000,000** 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.



- I. 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.

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.

## **12.1 Automobile Liability Insurance**

1. The Contractor must obtain Automobile 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 \$5,000,000 per accident or occurrence.
2. The policy must include the following:
  - a. Third Party Liability - \$5,000,000 Minimum Limit per Accident or Occurrence
  - b. Accident Benefits - all jurisdictional statutes



- c. Uninsured Motorist Protection
- d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
- e. OPCF/SEF/QEF #3 - Drive Government Automobiles Endorsement

### **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.
- (c) 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](http://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 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).

## 20. Contract Administration

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

## 21. Privacy

21.1 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.

21.2 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.

## 22. 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.

## 23. 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](http://www.bit.do/CSC-EN).



## **ANNEX A – Statement of Work**

### **1.1 Background**

CORCAN is a key rehabilitation program of the Correctional Service of Canada (CSC). It contributes to safe communities by providing offenders with employment and employability skills training while incarcerated in federal penitentiaries, and for brief periods of time, after they are released into the community. CORCAN operates 103 shops in 36 institutions across Canada and has four (4) business lines: Manufacturing, Textiles, Construction and Services (such as printing and laundry).

### **1.2 Objective**

The Correctional Service of Canada- CORCAN has a requirement for a Contractor to provide Driver Services for pickup and delivery of CORCAN manufactured and refurbished goods to various locations in Ontario and Quebec. The work will involve the following:

### **1.3 Scope**

The Contractor must provide personnel to perform the following work:

1. AZ or 1F (Province of Quebec equivalent) licensed drivers to drive up to three (3) or more CORCAN provided tractor trailers for pickup and delivery of CORCAN manufactured and refurbished goods to various locations in Ontario and Quebec.
2. DZ or 3F (Province of Quebec equivalent) licensed drivers to drive a class 9 straight frame truck to pick up and deliver laundry goods at various locations in Ontario.
3. Personnel to drive CORCAN's tractor trailers, vans or pickups throughout other Canadian provinces on an "as and when" requested basis.
4. Provide a fresh Driver when requested by the Project Authority.

### **1.4 Tasks**

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

#### 1.4.1 Transportation Using Float Trailer

The Driver must:

1. Load the goods at the CORCAN National Warehouse in Kingston, Ontario.
2. Secure the load using chains and binders, supplied by CORCAN.
3. Transportation of cargo to destinations in Ontario.
4. Unload the cargo to various locations in Ontario.
5. Provide Proof of Delivery (POD).

#### 1.4.2 Transportation of Furniture and Components

The Driver must:

1. Load the vehicle or trailers using pallet trucks.
2. Transportation of Furniture and Components to the destination.
3. Unload the vehicle or trailer using pallet trucks at the destination.
4. Provide Proof of Delivery (POD)

All equipment required to load and unload cargo will be supplied by CORCAN or its client(s).



**Note:** The Driver will not be required to operate a forklift.

#### 1.4.3 Pickup of Laundered Goods

The Contractor must:

1. Provide a driver to provide scheduled pickups and delivery services for the Frontenac Laundry Operations at various locations in Ontario.

Duties include but are not limited to the following:

1. Removal of soiled linens from various clientele; and
2. Delivery of soiled linens to destination for processing; and
3. Delivery of finished product to clientele at designated locations.

#### 1.4.4 Pickup and Delivery of Goods

The Driver must:

1. Assist in the verification of quantities of goods and ensure that packaging is damage free prior to leaving the warehouse.
2. Oversee the loading and unloading of the product to ensure that there is no damage to the product or trailer.

The Contractor's must provide personnel to provide Customer Service for the following:

- a. Pick up of warranty returns;
- b. Delivery and replacement parts, if no Installer is required or;
- c. Simple minor repair of CORCAN furniture

#### 1.4.5 Minor Maintenance and Cleaning of Trucks

Maintenance

- a. The Contractor's personnel must provide routine daily maintenance and inspection on all vehicles and trailers to ensure compliance with the Highway Traffic Act.
- b. The Contractor's personnel must maintain preventative maintenance schedules and annual certification of CORCAN vehicles, as per the Highway Traffic Act. All safety certification costs will be paid by CORCAN
- c. The Contractor's personnel must maintain and update vehicle circle checks, log book and fuel reports on a daily basis, noting any deficiencies. Should repairs be necessary, the Contractor's personnel may be requested to arrange for repairs, subject to the approval by the Project Authority. CORCAN will pay for all repairs and parts requested.

**Note:** Cleaning of Trucks

When Driver's are waiting between loads at the CORCAN warehouse, they may use CORCAN supplied pressure washers and shop vacuums to clean the trucks.

#### 1.4.6 Communication

- a. Communication is an important factor for CORCAN to effectively provide service to its clients. The Contractor and its Driving Personnel must be focused on helping CORCAN to provide excellent customer service standards. In order to achieve and maintain this standard of service Driver's must be courteous, helpful and customer oriented.



- b. The Project Authority must be aware of the Driver's activities throughout the day. All Drivers must have cell phones that are in operation at all times they are providing service. Cell phone numbers must be provided to the Project Authority. Drivers will receive instructions from the Project Authority prior to leaving for their daily run. Drivers must inform the Project Authority when they are at the furthest point of their run as the Project Authority may have additional requirements for the return trip.
- c. Drivers must liaise with other CORCAN employees and contractors to inform them of estimated arrival times. Drivers should also inform each other of possible traffic delays and site conditions.
- d. Drivers must complete daily trip sheets which summarize the daily performance on forms that will be provided by the Project Authority. Drivers must also complete a daily fuel tax report for all trucks that are Pro Rate Plated using the form that will be provided by the Project Authority.

#### 1.4.7 Hours of work

Drivers will be required to work during the following hours 6:30 a.m. to 5:30 p.m. Monday to Friday. Drivers may also be required to work evenings, nights and weekends to meet delivery schedule and operational needs as per the request of the Project Authority.

#### 1.4.8 Overtime

- a. Overtime may be required of specific Drivers and any hours worked over the Provincial standard will be paid as per the rate specified in Annex B – Basis of Payment, Pricing "B". Overtime will be only be paid when the Driver provides more than 44 hours of service during a 7 day period, starting Monday and ending on Sunday. No overtime work must be performed under the Contract unless authorised in advance by the Project Authority.
- b. Requests for payment at the rate(s) specified in the Contract must be accompanied by a copy of the overtime authorisation and a report containing such details as Canada may require with respect to the overtime work performed pursuant to the written authorisation.

### 1.5 Deliverables

#### 1.5.1 Deliverables - Fomat

- The Contractor must provide one (1) soft copy of all deliverables to the Project Authority;
- All deliverables are to be provided in English

#### 1.5.2 Deliverables

- a. A bill of lading for every load that is picked up and delivered to the client;

The bill of lading must be signed by the authorized person as determined by the Project Authority.

- b. Drivers must complete daily trip sheets which summarizes the daily performance on forms provided by the Project Authority;
- c. Drivers must complete daily fuel tax reports for all trucks that are Pro Rate Plated (PRP), form will be provided by the Project Authority;
- d. Drivers must carry a current log book that shows their past 14 days of driving history. The log book must be available upon request by the Project Authority. Log books must be provided by the Contractor;



- e. The Contractor must provide the Project Authority with quarterly statements from the Workplace Safety and Insurance Board which indicate the Contractor's standing.

#### **1.6 Constraints:**

1. The requirement for the quantity of Drivers and service will vary throughout the Contract and Option Period(s). There will be times when no Driver service will be required due to a Statutory Holiday or lack of product to be delivered.

More Drivers and additional hours may be required from January to March to transport additional product. This will be indicated on the Task Authorization Form provided by the Project Authority.

Occasionally there will be a requirement for cargo van and pick up Drivers to perform similar services.

2. The Contractor and Drivers must have valid permits applicable to the services provided.
3. Drivers should be aware that they may be faced with delays or refusal of entry to certain areas at certain times even if prior arrangements have been made due to lock downs or closure of the facility. Drivers are advised to call in advance of travel to ensure that planned access is still available. If access is not available. Drivers must contact the Project Authority right away.
4. Drivers must provide cell phones and logbooks.

#### **1.7 Language of Work**

The work must be performed in English.



### ANNEX B – Proposed Basis of Payment

#### 1.0 Contract Period

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

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

#### Contract Period - From Contract Award to March 31 2018

#### Pricing "A"

	A	B	C = A x B
Description	Number of Months	Firm Monthly Price (\$)	Total (\$)
Fee for Administration of Driver Services, including but not limited to: Dispatch of Drivers, Profit, Overhead and other associated fixed costs	5	\$ _____	\$ _____
<b>Total Pricing "A" Contract Period</b>		\$ _____	

#### Pricing "B" - All inclusive hourly rate for the provision of drivers, as authorized by the Project Authority using a Task Authorization Form

B-1 Regular Time			
	A	B	C = A x B
Description	Estimated Usage (hours)	Firm Hourly Rate (\$)	Total (\$)
AZ Class Driver Services	3890		
DZ Driver Class Services	975		
G Driver Class Services	95		
<b>Total B-1 Regular Time - Contract Period</b>		\$ _____	



<b>B-2 Overtime **</b>			
	<b>A</b>	<b>B</b>	<b>C= A x B</b>
<b>Description</b>	<b>Estimated Usage (hours)</b>	<b>Firm Hourly Rate (\$)</b>	<b>Total (\$)</b>
AZ Class Driver Services	235		
DZ Driver Class Services	95		
G Driver Class Services	5		
<b>Total B-2 Overtime - Contract Period</b>			<b>\$ _____</b>

<b>Total Pricing "B" Contract Period (B-1 +B-2)</b>	<b>\$ _____</b>
---	-----------------

<b>D - Total Contract Period (Total Pricing "A" - Contract Period + Total Pricing "B" - Contract Period</b>	<b>\$ _____</b>
---	-----------------

**\*\* Overtime is defined as Service for Driver in excess of 44 hours per week**

**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 Per Diem 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 Period 1 - April 1 2018 - March 31 2019**

**Pricing "A"**

	<b>A</b>	<b>B</b>	<b>C = A x B</b>
<b>Description</b>	<b>Number of Months</b>	<b>Firm Monthly Price (\$)</b>	<b>Total (\$)</b>
Fee for Administration of Driver Services, including but not limited to: Dispatch of Drivers, Profit, Overhead and other associated fixed costs	12	\$ _____	\$ _____
<b>Total Pricing "A" Option Period 1</b>			<b>\$ _____</b>



**Pricing "B" - All inclusive hourly rate for the provision of drivers, as authorized by the Project Authority using a Task Authorization Form**

<b>B-1 Regular Time</b>			
	<b>A</b>	<b>B</b>	<b>C= A x B</b>
<b>Description</b>	<b>Estimated Usage (hours)</b>	<b>Firm Hourly Rate (\$)</b>	<b>Total (\$)</b>
AZ Class Driver Services	7780		
DZ Driver Class Services	1950		
G Driver Class Services	190		
<b>Total B-1 Regular Time - Option Period 1</b>			<b>\$ _____</b>

<b>B-2 Overtime **</b>			
	<b>A</b>	<b>B</b>	<b>C= A x B</b>
<b>Description</b>	<b>Estimated Usage (hours)</b>	<b>Firm Hourly Rate (\$)</b>	<b>Total (\$)</b>
AZ Class Driver Services	470		
DZ Driver Class Services	190		
G Driver Class Services	10		
<b>Total B-2 Overtime – Option Period 1</b>			<b>\$ _____</b>

<b>Total Pricing "B" Option Period 1 (B-1 +B-2)</b>	<b>\$ _____</b>
---	-----------------

<b>E - Total Option Period 1 (Total Pricing "A" - Option Period 1 + Total Pricing "B" – Option Period 1</b>	<b>\$ _____</b>
---	-----------------

**\*\* Overtime is defined as Service for Driver in excess of 44 hours per week**



**Option Period # 2 - April 1, 2019 - March 31,2020**

**Pricing "A"**

	A	B	C = A x B
Description	Number of Months	Firm Monthly Price (\$)	Total (\$)
Fee for Administration of Driver Services, including but not limited to: Dispatch of Drivers, Profit, Overhead and other associated fixed costs	12	\$ _____	\$ _____
<b>Total Pricing "A" Option Period 2</b>	<b>\$ _____</b>		

**Pricing "B" - All inclusive hourly rate for the provision of drivers, as authorized by the Project Authority using a Task Authorization Form**

<b>B-1 Regular Time</b>			
	A	B	C = A x B
Description	Estimated Usage (hours)	Firm Hourly Rate (\$)	Total (\$)
AZ Class Driver Services	7780		
DZ Driver Class Services	1950		
G Driver Class Services	190		
<b>Total B-1 Regular Time - Option Period 2</b>	<b>\$ _____</b>		

<b>B-2 Overtime **</b>			
	A	B	C = A x B
Description	Estimated Usage (hours)	Firm Hourly Rate (\$)	Total (\$)
AZ Class Driver Services	470		
DZ Driver Class Services	190		
G Driver Class Services	10		
<b>Total B-2 Overtime - Option Period 2</b>	<b>\$ _____</b>		



<b>Total Pricing "B" Option Period 2 (B-1 +B-2)</b>	\$ _____
---	----------

<b>F - Total Option Period 2 (Total Pricing "A" - Option Period 2 + Total Pricing "B" - Option Period 2</b>	\$ _____
---	----------

**\*\* Overtime is defined as Service for Driver in excess of 44 hours per week**

**Option Period # 3 - April 1, 2020 - March 31,2021**

**Pricing "A"**

	A	B	C = A x B
Description	Number of Months	Firm Monthly Price (\$)	Total (\$)
Fee for Administration of Driver Services, including but not limited to: Dispatch of Drivers, Profit, Overhead and other associated fixed costs	12	\$ _____	\$ _____
<b>Total Pricing "A" Option Period # 3</b>	<b>\$ _____</b>		

**Pricing "B" - All inclusive hourly rate for the provision of drivers, as authorized by the Project Authority using a Task Authorization Form**

B-1 Regular Time			
	A	B	C = A x B
Description	Estimated Usage (hours)	Firm Hourly Rate (\$)	Total (\$)
AZ Class Driver Services	7780		
DZ Driver Class Services	1950		
G Driver Class Services	190		
<b>Total B-1 Regular Time - Option Period 3</b>	<b>\$ _____</b>		



<b>B-2 Overtime **</b>			
	<b>A</b>	<b>B</b>	<b>C= A x B</b>
<b>Description</b>	<b>Estimated Usage (hours)</b>	<b>Firm Hourly Rate (\$)</b>	<b>Total (\$)</b>
AZ Class Driver Services	470		
DZ Driver Class Services	190		
G Driver Class Services	10		
<b>Total B-2 Overtime - Option Period 3</b>			
			\$ _____

<b>Total Pricing "B" Option Period 3 (B-1 +B-2)</b>	\$ _____
---	----------

<b>G - Total Option Period 3 (Total Pricing "A" - Option Period 3 + Total Pricing "B" - Option Period 3</b>	\$ _____
---	----------

**\*\* Overtime is defined as Service for Driver in excess of 44 hours per week**

<b>Total Overall Pricing = Total Pricing Contract Period (D)+ Total Option Period 1 (E) + Total Option Period 2 (F) + Total Option Period 3 (G)</b>	\$ _____
---	----------

**3.0 Applicable Taxes**

- (a) 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.
- (b) The estimated Applicable Taxes of \$ To Be Inserted at Contract Award are included in the total estimated cost shown on page 1 of this Contract. The estimated Applicable Taxes will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which taxes do not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of Applicable Taxes paid or due.

**4.0 Payment by Credit Card**

Canada requests that bidders complete one of the following:

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

The following credit card(s) are accepted:  
Master Card: \_\_\_\_\_

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

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



## Annex C 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.

- 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:
  - a. Name;
  - b. Organization;
  - c. Current Phone Number; and
  - d. Email address if available

#### 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**

#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met
M1	<p>Bidder must provide proof that it has been in business for at least one (1) year and must have employed at least four (4) AZ drivers for one (1) year.</p> <p>This would include but not limited to the following types of companies that meet the evaluation criteria:</p> <ul style="list-style-type: none"> <li>-Driver service Companies, or</li> <li>-Trucking Companies, or</li> <li>-Employment Agencies</li> </ul> <p>The Bidder must provide the following details as to how the experience was obtained:</p> <ol style="list-style-type: none"> <li>1. Name of the client or department and contact information for work performed;</li> <li>2. The start and end date of the work performed;</li> <li>3. Details of the work performed by the Bidder, including deliverables and contact information of the Driver's it employed;</li> <li>4. A professional reference that can attest the Bidder's experience</li> </ol>		
M2	<p>Bidder must provide a list with a minimum of three (3) proposed AZ licensed Drivers and one (1) DZ licensed Driver that will be available to perform the work.</p> <p>The proposed Drivers must have had the specified license for at least two (2) years and must not have more than six (6) demerit points on the license.</p> <p><b>Bidder must include a copy of each proposed driver's license and a current Driver's Abstract.</b></p>		



**ANNEX D  
TASK AUTHORIZATION FORM**

<b>Contract Number</b>		
<b>Task Authorization (TA) Number</b>		
<b>Contractor's Name and Address</b>		
Total Estimated Cost of Task (Applicable Taxes extra) before any revisions:		\$ _____.
<b>TA Revisions Previously Authorized (if applicable)</b>		
TA Revision Number: _____	Authorized Increase or Decrease (Applicable Taxes extra) \$ _____	
TA Revision Number: _____	Authorized Increase or Decrease (Applicable Taxes extra) \$ _____	
TA Revision Number: _____	Authorized Increase or Decrease (Applicable Taxes extra) \$ _____	
TA Revision Number: _____	Authorized Increase or Decrease (Applicable Taxes extra) \$ _____	
TA Revision Number: _____	Authorized Increase or Decrease (Applicable Taxes extra) \$ _____	
<b>New TA Revision (if applicable)</b>		
TA Revision Number: _____	Authorized Increase or Decrease (Applicable Taxes extra) \$ _____	
Total Estimated Cost of Task (Applicable Taxes extra) after this revision:	\$ _____	
<b>Contract Security Requirements (as applicable)</b>		
This task includes security requirements.		
<input type="checkbox"/> No <input type="checkbox"/> Yes. Refer to the Security Requirements Checklist (SRCL) annex of the Contract.		
Remarks:		
<b>Required Work</b>		
<b>SECTION A – Task Description of the Work Required</b>		
<b>SECTION B – Applicable Basis of Payment</b>		



**SECTION C - Cost Breakdown of Task**

**SECTION D- Applicable Method of Payment**

**Authorization(s)**

**By signing this TA, the authorized client and (or) the CSC Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the contract.**

**The client's authorization limit is identified in the contract. When the value of the TA and its revisions is in excess of this limit, the TA must be forwarded to the CSC Contracting Authority for authorization.**

Name of Project Authority \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name of CSC Contracting Authority \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Contractor's Signature - Signature de l'entrepreneur**

Name and title of individual authorized to sign for the Contractor  
Nom et titre de la personne autorisée à signer au nom de l'entrepreneur

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_





**ANNEX F**  
**FUEL TAX CREDIT REPORT FORM**



CORCAN

Larry Tyrrell Warehouse Manager  
1484 Centennial Drive  
Kingston, ON K7P 0K4  
Phone 613-634-8459

ODOMETER				TRACTOR #	
ENDING		ENDING		DRIVERS USE FULL NAME	
BEGINNING		BEGINNING		1	
TOTAL MILES		TOTAL MILES		2	
STARTED AT	CITY		PROV.	DATE M/D/Y	/ /
MOST DISTANT POINT OR TURN AROUND CITY WAS:				CITY	PROV.
METER READINGS		KILOMETERS <input type="checkbox"/>	MILES <input type="checkbox"/>		
BEGINNING	ONTARIO ROUTE		ODOMETER		
	QUEBEC ROUTE		IN	OUT	
ENDING					

**PURCHASES**

LOCATION	INVOICE #	G/L	COST	COMMENTS