



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

Mailroom | Salle de courrier  
Regional Contracting and Materiel Services |  
Régional de Contrats et de gestion du Matériel  
Ontario Region | Region de l'Ontario  
P. O. Box 1174 | C.P. 1174  
443 Union St. West | 443 rue Union Ouest  
Kingston, ON K7L 4Y8

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

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

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

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

**Comments — Commentaires:**

This request for a Standing Offer does not include provisions for security.  
Cette Demande d'offre à commandes ne comprend pas de dispositions en  
matière de 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> <b>MINOR REPAIRS TO ASPHAL/PAVING &amp; CURBS AT INSTITUTIONS IN THE ONTARIO REGION.</b>	
<b>Solicitation No. — N° de l'invitation</b> <b>21401-23-2962607</b>	<b>Date:</b> <b>31-August-2018</b>
<b>Client Reference No. — N° de Référence du Client</b>	
<b>GETS Reference No. — N° de Référence de SEAG</b>	
<b>Solicitation Closes — L'invitation prend fin at /à : 14 :00 hrs On / Le : 12-October-2018</b>	<b>Time Zone Fuseau horaire</b> <b>EDT</b>
<b>Delivery Required — Livraison exigée :</b> See herein – Voir aux présentes	
<b>Various Institutions within Ontario Region</b>	
<b>F.O.B. — F.A.B.:</b>	<b>Destination</b>
<b>Address Enquiries to — Soumettre toutes questions à Edward Desormo, Regional Procurement and Contracting Officer   Agente régional de négociations des contrats d'achat <a href="mailto:edward.desormo@csc-scc.gc.ca">edward.desormo@csc-scc.gc.ca</a></b>	
<b>Telephone No. — N° de téléphone:</b> <b>705-924-8248</b>	<b>Fax No. — N° de télécopieur:</b> <b>613-536-4571</b>
<b>Destination of Goods, Services and Construction:</b> <b>Destination des biens, services et construction:</b> Multiple as per call-up Multiples, selon la commande subséquente.	

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



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## PART 1 - GENERAL INFORMATION

### 1. Introduction

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

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

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

### 2. Summary

Correctional Service Canada in the Ontario Region has a requirement to do minor repairs to asphalt/paving and curbs within our Institutions in the Ontario Region as per Federal, Provincial, Municipal and legislated law/requirements.

### 3. Revision of Departmental Name

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

### 4. Security Requirement

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 – Security and Insurance Requirements, and Part 7 – Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or



security clauses, Offerors should refer to the [Industrial Security Program](http://ssi-iss.tpsgc-pwgsc.GC.ca/index-eng.html) (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.GC.ca/index-eng.html>) website.

#### 5. 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 Canada Free Trade Agreement (CFTA)

#### 6. Debriefings

Offerors may request a debriefing on the results of the request for Standing Offer process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for Standing Offer process. The debriefing may be in writing, by telephone or in person.

#### 7. Procurement Ombudsman

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



## PART 2 - OFFEROR INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

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

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

The 2006 (2017-04-27) Standard Instructions - Request for Standing Offer - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

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

### 2. Submission of Offers

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

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

### 3. Former Public Servant

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

#### Definitions

For the purposes of this clause,

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

an individual;

an individual who has incorporated;

a partnership made of former public servants; or

a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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



various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

#### Former Public Servant in Receipt of a Pension

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

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

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

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

#### Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

#### 4. Enquiries - Request for Standing Offer

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the Request for Standing Offer (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.



## 5. Applicable Laws

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

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.





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

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

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

Section I:                    Technical Offer: **two (2) hard copy.**  
Section II:                  Financial Offer: **one (1) hard copy.**  
Section III:                Certifications: **one (1) hard copy**

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

**The Offer must submit their Financial offer and Technical offer in separate envelopes.**

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

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

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

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

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

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

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

Offeror(s) must submit their financial offer in accordance with Annex B, Proposed Basis of Payment. The total amount of Applicable Taxes must be shown separately.

#### **Section III: Certifications**

Offeror(s) must submit the certifications required under Part 5.



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

### **1. Evaluation Procedures**

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

#### **1.1. Technical Evaluation**

##### **1.1.1 Mandatory Technical Criteria**

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

#### **1.2 Financial Evaluation**

*SACC Manual Clause [M0220T](#) (2016-01-28), Evaluation of Price – Offer*

Offers will be assessed to arrive at an Evaluated Price based on the estimated annual usages provided herein at Annex B, Basis of Payment as indicated. The estimated annual usages provided herein are for the sole purpose of establishing an evaluation tool and are based only on best estimates. They may not reflect the actual usage and do not represent any commitment on the part of Canada.

Pricing must be provided for all Item numbers and years in the Basis of Payment,

The Extended Price for the Basis of Payment is the sum of the Unit Prices for each year multiplied by the Estimated Annual Usage.

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

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

#### **1.3 Certifications**

Must be submitted in accordance with Part 3 - Offers Preparation Instructions and will be assessed and may result in a non-responsive offer.

### **2. Basis of Selection**

*SACC Manual clause: M0019T (2007-05-25) Firm Price and/or Rates*

*SACC Manual clause: M0069T (2007-05-25) Basis of Selection*



## **PART 5 - CERTIFICATIONS**

Offeror(s) must provide the required certifications and documentation to be issued a Standing Offer.

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

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

### **1. Certifications Required with the Offer**

Offeror(s) must submit the following duly completed certifications with their offer.

#### **1.1 Integrity Provisions – Declaration of Convicted Offenses**

- a) Subject to subsection B, by submitting an offer in response to this request for standing offer, the Offeror(s) 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 Offeror(s) 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 an Offeror(s) is unable to provide any of the certifications required by subsection A, it must submit with its offer the completed Integrity Declaration Form (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>). Offeror(s) must submit this form to Correctional Service of Canada with their offer.

### **2. Certifications Precedent to the Issuance of a Standing Offer and Additional Information**

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror 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 offer non-responsive.

#### **2.1 Integrity Provisions – Required documentation**



**List of names:** all Offeror(s), regardless of their status under the Ineligibility and Suspension Policy, must submit the following information:

- i. Offeror(s) that are corporate entities, including those submitting an offer 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. Offeror(s) submitting an offer as sole proprietors, including sole proprietors submitting an offer as joint ventures, must provide a complete list of the names of all owners; or
- iii. Offeror(s) that are a partnership do not need to provide a list of names.

List of Names:


**OR**

- The Offeror(s) is a partnership

During the evaluation of offers, the Offeror(s) must, within 10 working days, inform the Contracting Authority in writing of any changes affecting the list of names submitted with the offer.



## **2.2 Federal Contractors Program for Employment Equity – Standing Offer Certification**

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

Canada will have the right to declare an offer non-responsive if the Offeror(s), or any member of the Offeror(s) if the Offeror(s) 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 M3020T (2016-01-28) Status and Availability of Resources  
SACC Manual clause M3020C (2016-01-28) Status and Availability of Resources

## **2.4 Language Requirements English Essential**

By submitting an offer, the Offeror(s) certifies that, should it be awarded a standing offer as result of the request for a standing offer, every individual proposed in its offer 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 Education and Experience**

SACC Manual clause M3021T (2012-07-16) Education and Experience

## **2.6 Certification:**

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



## **PART 6 - SECURITY AND INSURANCE REQUIREMENTS**

### **1 Security Requirement**

#### **Article 1. Institutional Access Requirements.**

1.1 NIL security screening required as there is no access to sensitive information or assets. Contractor personnel will be escorted at all times by Correctional Service Canada personnel or those authorized by CSC on its behalf. CSC has developed very stringent internal policies to ensure that the security of institutional operations is not compromised.

1.2 Contractor personnel must adhere to institutional requirements for the conduct of searches by Correctional Service Canada, prior to admittance to the institution/site. Correctional Service Canada reserves the right to deny access to any institution/site or part thereof of any Contractor personnel, at any time

### **2. Insurance Requirements**

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

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

### **3 Worker's Compensation Board - WSIB Clearance Letter**

The Offeror must provide proof of current registration (Clearance Letter) with Worker's Compensation Board of Ontario (WSIB) confirming that the Bidder is active and in good standing.

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



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

### **A. STANDING OFFER**

#### **1. Offer**

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

#### **Article 1. Institutional Access Requirements.**

1.1 NIL security screening required as there is no access to sensitive information or assets. Contractor personnel will be escorted at all times by Correctional Service Canada personnel or those authorized by CSC on its behalf. CSC has developed very stringent internal policies to ensure that the security of institutional operations is not compromised.

1.2 Contractor personnel must adhere to institutional requirements for the conduct of searches by Correctional Service Canada, prior to admittance to the institution/site. Correctional Service Canada reserves the right to deny access to any institution/site or part thereof of any Contractor personnel, at any time

#### **2. Insurance Requirements**

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

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

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

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

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

##### **3.1 General Conditions**

2005 (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

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

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



The period for making call-ups against the Standing Offer is from 01 November 2018 to 31-March-2021.

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

SACC Manual clause: M9014C (2008-05-12) Extension of Standing Offer.

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional 2 periods, from April 1, 2021 to March 31, 2023 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

### **5. Authorities**

#### **5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Edward Desormo

Title: Regional Procurement & Contracting Officer

Branch or Directorate: Regional Contracting and Materiel Services - Ontario Region

Address: 443 Union Street West

PO Box 1174

Kingston, Ontario

K7L 4Y8

Telephone: 705-924-8248

Facsimile: 613-536-4571

E-mail address: Edward.desormo@csc-scc.gc.ca

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

#### **5.2 Project Authority**

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

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

#### **5.3 Offeror's Representative**

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

Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

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





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

## **7. Identified Users**

The Identified User authorized to make call-ups against the Standing Offer is: Correctional Service of Canada, Ontario Region.

## **8. Call-up Procedures**

**Each Institution in Area 1 in the Kingston Area (including Warkworth Institution) is able to initiate a call-up up to 10K including taxes.**

**Each Institution in Area 2 in the Toronto/Kitchener area is able to initiate a call up to 10K including Taxes.**

**Each institution in Area 3 in the Gravenhurst area is able to initiate a call up to 10K including taxes**

**Each call-up in all three Areas over 10K to 40K shall be completed at Regional Headquarters via Regional Material services and Contracting.**

## **9. Call-up Instrument**

The Work will be authorized or confirmed by the Identified User(s) using the Call-up Against a Standing Offer form PWGSC-TPSGC 942 or an IFMMS electronic version.

## **10. Limitation of Call-ups**

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

All other call-ups over \$10K must be referred to Regional Procurement & Contracting at Regional Headquarters Ontario for further action.

## **11. Financial Limitation**

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

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or three (3) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## **12. Priority of Documents**



If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) The call up against the Standing Offer, including any annexes;
- b) The articles of the Standing Offer;
- c) The general conditions 2005 (2017-06-21) General Conditions - Standing Offers - Goods or Services;
- d) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;
- f) Contractor's bid dated \_\_\_\_\_ (to be inserted at contract award).

### **13. Certifications and Additional Information**

#### **13.1 Compliance**

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

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

#### **13.2 SACC Manual Clauses**

SACC Manual clauses: M3020T (2010-01-11) and M3020C (2016-01-28) Status and Availability of Resources.

SACC Manual clause M3800C (2006-08-15) Estimates; and

SACC Manual clause A9068C (2010-01-11) Government Site Regulations.

### **14 Applicable Laws**

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



## **B. RESULTING CONTRACT CLAUSES**

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

### **1. Statement of Work**

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

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.

#### **1.1 Task Authorization Process**

The Project Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Annex "E".

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.

The Contractor must provide the Project Authority, within **Two (2)** calendar days 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.

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.

#### **1.2 Task Authorization Limit**

The Project Authority may authorize individual task authorizations up to a limit of \$\_\_\_\_\_, 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.

#### **1.3 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. Standard Clauses and Conditions**

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

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

### **2.1 General Conditions**

2010C (2016-04-04), General Conditions - Services (Medium Complexity), apply to and form part of the Contract.



## 2.2 Replacement of Specific Individuals

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.

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.

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.

## 3. Term of Contract

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

## 4. 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.

## 5. Payment

### 5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price as specified in Annex "B" - Basis of Payment. 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.

### 5.2 Limitation of Price

SACC Manual clause C6000C (2017-08-17) Limitation of Price

### 5.3 Single Payment

SACC Manual clause H1000C (2008-05-12) Single Payment

### 5.4 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;

### **5.5 Travel and Living Expenses**

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

### **6. 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 sent to the address shown on Page 1 of the Call-up against the Standing Offer and payment.

### **7. Insurance Requirement**

The Contractor must comply with the insurance requirements specified in Annex D. 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. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

### **8. Federal Contractors Program for Employment Equity - Default by the Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC) - Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

### **9. Termination on Thirty Day Notice**

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

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.



## **10. 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.

## **11. Closure of Government Facilities**

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.

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.

## **12. Tuberculosis Testing**

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.

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

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

## **13. Compliance with CSC Policies**

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.

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.



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.

#### **14. Health and Labor Conditions**

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.

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.

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.

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."

#### **15. 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:

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;

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

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

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.

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



#### **17. 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 or the contractor or the name of the entity awarded this contract*) 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).

#### **18. Privacy**

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.

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.

#### **19. 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).

#### **20. Worker's Compensation**

Offer agrees that all work shall be performed in full compliance with all safety procedures, guidelines and policies of the Occupational Health and Safety Regulations of WSIB, and to comply with the local site security policies.

It is mandatory that every contractor contracted for work must have an account with the Provincial Worker's Compensation Board/ Commission, and coverage shall be extended to cover all employees.





## ANNEX A

### STATEMENT OF REQUIREMENT ASPHALT/PAVING REPAIR SERVICES CORRECTIONS SERVICES OF CANADA

#### ONTARIO REGION

#### TITLE:

Various Asphalt/Paving repair services for Correctional Services of Canada Ontario Region.

#### OBJECTIVE:

To provide various Asphalt/Paving repair services “as and when required” at Correctional service of Canada’s Institutions and facilities across the Ontario Region. Supply, install and commission, in compliance with the Safety Authority and any other applicable codes and regulations.

#### HOURS OF WORK:

1. Regular hours of work: consist of Monday to Friday (8am to 4pm)
2. After hours/emergency work/Statutory Holidays: Monday to Friday (4pm to 8am)
3. Weekends (Saturday & Sunday)

**All work must be pre-authorized by the Chief of Plant/Facility Maintenance or authorized representative prior to commencing.**

#### SCOPE OF WORK:

The contractor must respond within 4 hours from the time of the call up and must provide all parts and labor “as and when required” basis. The contractor is to provide all asphalt/paving repair work to Correctional Services of Canada across all institutions and facilities in the Ontario Region.

#### TASK SPECIFICATIONS:

- All work to be done at the institutions/facilities across the Ontario Region under this Standing Offer Agreement must be carried out by a Professional Asphalt/paving repairer allowed to work in the Province of Ontario.
- All apprentices and labourers may be used under this contract at the rates described in the Terms of Payment but only in conjunction with a Professional Asphalt/Paver.
- Proposed Professional Asphalt/Paving must have a minimum of 5 years’ experience.
- Must provide all necessary equipment and materials for the installation.
- Remove and dispose of all old asphalt/paving materials. Proof of disposal must be submitted to Project Authority.
- Organize and install traffic control around areas where work is being done. To not impede staff or security vehicles from accessing areas of the institution while work is in progress.
- Protect catch basins and grounds as appropriate against accidental release of hazardous materials to the environment and have spill containment response supplies available on site for spills of vehicle fluids from heavy machinery.
- Level and fill granular base as required with granular A fill and compact (per OLSS1010) as necessary to achieve correct grade, slope and support new asphalt. Place material in full width in



uniform layers and not exceeding 150mm compact thickness Compact fill to be a density not less than 100% SPMDD.

- Apply a thin, uniform tack coat to clean and dry surfaces only. Paint all contact surfaces of curbs, gutters, catch basins and like structures with tack coat.
- Supply and Install new hot mix hot mix over base asphalt to meet HL# specifications.

### **DELIVERY:**

Contractor considerations:

- All employees entering the facility will report to the main entrance and pass through all security devices and screening before reporting to the identified work area.
- When assembling at the main entrance they will be provided with an escort that will be with them at all times during the installation process.
- At any time, a corrections officer may require a contractor's employees to submit to a search if deemed necessary by a corrections officer.
- Contractors must complete a tool list and only bring necessary tools into the institution and must account for these items at the end of every work day.

### **MATERIAL REQUIREMENTS:**

Contractor will supply all materials for the installations.

Contractor will also provide:

- All tools and equipment required to complete the installation.
- All material used shall be new.

### **ADDITIONAL REQUIREMENTS AND CONSIDERATIONS:**

Contractor shall comply with the following:

- All applicable Federal and Provincial safety codes shall be adhered to and a health and safety plan shall be in effect.
- All work must comply with any other applicable federal or provincial/territorial regulations.

The contractor shall maintain compliance of site procedures regarding potential hazardous work locations and situations.

- Workmanship must be of the highest standard and must meet all industry standards.
- Any additional work beyond that described in this scope of work must be approved by the Project Authority.
- Worksite must be kept clean and neat and upon project completion the workplace area must be clean, free of post construction materials and returned to original integrity.
- Disposal of any removed material must be carried out using the highest standard in regards to landfill waste diversion, reusing, recycling, and comply with applicable transportation and environmental regulations.
- All workers entering the institution must be security cleared prior to commencement of any on-site work.
- Supply proper documentation showing proof and WSIB certification and Insurance.
- A schedule shall be submitted to the Project Authority
- All employees shall have current trade certifications and the minimum training required.
- All new materials shall be installed in accordance with manufacturer's specifications, engineering standards, building codes, and best practices.
- Contractor is expected to take their own measurements and is responsible for the accuracy of those measurements.



- All work shall be visually inspected by the Project Authority or their representative and completed to the satisfaction of project authority prior to project closeout

**TRAVEL:**

There will be no travel associated with the Call ups.

**TYPE OF SERVICE:**

The intension of this Standing Offer agreement is to be for repair work only and cannot be used to create improvements or to do Capital projects.

**AREAS OF SERVICE**

**AREA NUMBER 1:**

Collins Bay Complex – 1455 Bath Road Kingston, Ontario K7L 4V9 PO Box 190

Millhaven Institution – Highway #33 Millhaven, Ontario K0H 1G0 PO Box 280

Bath Institution – Highway #33 Bath, Ontario K0H 1G0 PO Box 1500

Joyceville Medium & minimum Institution – Highway #15 Kingston, Ontario PO Box 880

Warkworth Institution – 15847 County Road 29 off Highway 30 Campbellford, Ontario K0L 1L0

**AREA NUMBER 2:**

Beaver Creek Complex – Highway 118E, off Highway 11N Gravenhurst, Ontario PO Box 1240

**AREA NUMBER 3:**

Grand Valley Institution for Women – 1575 Homer Watson Blvd. Kitchener, Ontario N2P 2C5

Keele Street CCC – 330 Keele Street Toronto, Ontario M6P 2K7

Please indicate in your bid through the Proposed Terms of Payment or in writing which area of service you wish to provide service to.



**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 the scope of work, the Contractor will be paid an all inclusive firm price as set below in the performance of this Contract, HST or GST extra.

**2.0 Contract Period: 01 November 2018 to 31 March 2021**

Bidders should use the following format when submitting their financial proposal:

Year 1: November 1, 2018 to March 31, 2021

HOURS OF WORK	PAVING PROJECT PER HOUR RATES (TO INCLUDE ALL LABOUR AND MATERIALS)
REGULAR HOURS (8AM-4PM)	\$

- a) All prices are to be quoted GST/HST EXTRA.
- b) Payments will be made upon submission of, based on call-up for each call up as per task authorization. Invoices shall include detailing the dates of service, contract number. Total cost of invoice the level of effort expended during the billing period, in the call-up.
- c) In case of an error in the extension of prices, the unit price will govern.

**3.0 Options to Extend the Contract Period:**

Subject to the exercise of the option to extend the Contract period in accordance with Article <To Be Inserted at Contract Award> 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, GST or HST extra, to complete all Work and services required to be performed in relation to the Contract extension.

**3.1 Option Period 1: 01 April 2021 to 31 March 2022.**

HOURS OF WORK	PAVING PROJECT PER HOUR RATES (TO INCLUDE ALL LABOUR AND MATERIALS)
REGULAR HOURS (8AM-4PM)	\$

**3.2 Option Period 2: 01 April 2022 to 31 March 2023.**

HOURS OF WORK	PAVING PROJECT PER HOUR RATES (TO INCLUDE ALL LABOUR AND MATERIALS)
REGULAR HOURS (8AM-4PM)	\$



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.

#### **4.0 Applicable Taxes**

- (a) All prices and amounts of money in the Standing Offer 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 Standing Offer Award> are included in the total estimated cost shown on page 1 of this Standing Offer. 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 Offeror agrees to remit to Canada Revenue Agency (CRA) any amounts of Applicable Taxes or due.



## ANNEX C EVALUATION CRITERIA

### 1.0 Technical Evaluation:

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

- Mandatory Technical Criteria

It is **imperative** that the offer **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

### 1.2 Response Format

- I. In order to facilitate evaluation of offers, it is recommended that Offerors' offers address the mandatory criteria in the order in which they appear in the Evaluation Criteria and using the numbering outlined.
- II. Offerors 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 offer 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 – 21401-23-2962607 Minor Paving/Asphalt Repairs**

#	Mandatory Technical Criteria	Offeror Response Description (include location in offer)	Met/Not Met
M1	Bidder must provide a copy of certification that they can work in the Province of Ontario providing asphalt/paving repair services		
M2	Bidder must provide 3 prior paving jobs references of asphalt/paving repair services within the Ontario region.		
M3	Bidder have 5 years' experience in providing paving/asphalt service. Bidder is to provide names and dates of projects completed.		



## **ANNEX D - 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. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.





- n. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
- o. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- p. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- q. 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 E – TASK AUTHORIZATION

PUT AWAY ON FILE - CLASSER AU DOSSIER

#### TASK REQUEST/AUTHORIZATION      DEMANDE ET AUTORISATION D'EXÉCUTION DE TÂCHES

Contract No. - N° de contrat	Task Request No. - N° de la demande d'exécution de tâches	Commitment No. - N° d'engagement
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**PART "A" (To be completed by the Project Authority) - PARTIE "A" (À remplir par le chargé de projet)**

TASK DESCRIPTION (Describe in detail - use additional pages if necessary)  
DESCRIPTION DES TÂCHES (décrire en détail et utiliser une autre page au besoin)

DELIVERABLES: (Clearly state the form and content of the expected deliverables)  
PRODUITS DEMANDÉS: (Indiquer clairement la forme et le contenu des produits demandés)

Requested delivery date: Date de livraison demandée:	Signature	Project Authority - Chargé de projet	Date
Y-A    M    D-J			

**PART "B" (To be completed by the Contractor) - PARTIE "B" (À remplir par le contractuel)**

• NOTE: NO WORK IS TO START WITHOUT THE EXPRESSED AUTHORIZATION OF THE PROJECT AUTHORITY  
NOTA: AUCUN TRAVAIL NE DOIT DÉBUTER AVANT QUE LE CHARGÉ DE PROJET EN AIT DONNÉ L'AUTORISATION

Proposed approach/methodology/milestones/assumptions/comments: (use additional pages if necessary)  
Approche, méthodes et étapes proposées, suppositions, observations: (utiliser une autre page au besoin)

Delivery (State firm delivery dates for major milestones) - Livraison (donner des dates de livraison fermes pour chaque étape importante)

Estimate: Devis	X	= \$	<input type="checkbox"/> Firm Price - Prix forfaitaire
estimatif:	person days jours-personnes	per diem coût quotidien	<input type="checkbox"/> Ceiling Price - Prix plafond
Basis of payment - Mode de paiement			

Signature	Contractor - Contractuel	Date
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**PART "C" (To be completed by the Project Authority) - PARTIE "C" (À remplir par le chargé de projet)**

Check one / Cocher une des deux cases

The above work plan and estimate / Le plan de travail et le devis estimatif décrits ci-dessus

is not accepted, please submit a revised estimate. / sont inacceptables. Prière de soumettre un nouveau devis estimatif.

is accepted, please proceed with the work. / sont acceptables. Prière d'amorcer le travail.

Signature	Project Authority - Chargé de projet	Date
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CSC/SCC 1098 (94-05)	<b>DISTRIBUTION</b>
	Original = Contractor      Copy = Project Authority
	Original = Contractuel      Copie = Chargé de projet