



RETURN BIDS TO :
RETOURNER LES SOUMISSIONS À :
Bid Receiving - Réception des soumissions:

Regional Contracting and Materiel Services / Régional
de Contrats et de gestion du Matériel
Ontario Region / Region de l'Ontario
Correctional Service of Canada / Service correctionnel
du Canada
445 Union St. West / 445 rue Union Ouest
Kingston, ON K7L 4Y8

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 :

Title — Sujet: Courier Services	
Solicitation No. — N° de l'invitation	Date:
21401-25-3327201	January 20, 2020
Client Reference No. — N° de Référence du Client	
GETS Reference No. — N° de Référence de SEAG	
Solicitation Closes — L'invitation prend fin	
at /à : 14 :00 EST	
on / le : March 2, 2020	
F.O.B. — F.A.B.	
Plant – Usine:	Destination: Other-Autre:
Address Enquiries to — Soumettre toutes questions à:	
Jason Scott@csc-scc.gc.ca	
Telephone No. – N° de téléphone:	Fax No. – N° de télécopieur:
613-530-3001	613-536-4571
Destination of Goods, Services and Construction: Destination des biens, services et construction:	
See Herein	
Instructions: See Herein Instructions : Voir aux présentes	
Delivery Required — Livraison exigée : See herein	Delivery Offered – Livraison proposée : Voir aux présentes
Name and title of person authorized to sign on behalf of Vendor/Firm Nom et titre du signataire autorisé du fournisseur/de l'entrepreneur	
_____ Name / Nom Title / Titre	
_____ Signature Date	
(Sign and return cover page with bid proposal / Signer et retourner la page de couverture avec la proposition)	



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PART 1 - GENERAL INFORMATION

1. Statement of Work

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

2. 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.

3. 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.

4. 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).

5. Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent venue for Canadian bidders to raise complaints regarding the award of federal contracts under \$25,300 for goods and under \$101,100 for services. Should you have any issues or concerns regarding the award of a federal contract below these dollar amounts, contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information about OPO, including the available services, please visit the OPO website.



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 (2019-03-04) 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: ninety (90) 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.

Due to the nature of the bid solicitation, bids transmitted by facsimile, email or epost Connect service to CSC will not be accepted.

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) business days before the bid closing date. Enquiries received after that time may not be answered.

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

5. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of 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: **three (3) hard copies**

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

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

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

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

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

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

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

- i. use 8.5 x 11 inch (216 x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- ii. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duo tangs or binders.

2. Section I: Technical Bid

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

3. Section II: Financial Bid

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

See Annex B – Proposed Basis of Payment for the Pricing Schedule format.

3.1 Exchange Rate Fluctuation

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

4. Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

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

1.2 Financial Evaluation

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

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

2. Basis of Selection

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



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. 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.

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.



1.2 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.

1.3 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).

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

1.4 Status and Availability of Resources

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

1.5 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.



1.6 Education and Experience

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

1.7 Certification:

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



PART 6 - RESULTING CONTRACT CLAUSES

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

1. Security Requirement

- NO SECURITY REQUIREMENT EXISTS.
- Contractor/Offeror will be escorted at all times during the performance of this contract. Access to PROTECTED information or assets is not permitted.
- Use of CPIC is prohibited.

1.1 INSTITUTIONAL ACCESS REQUIREMENTS

- *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.*
- *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. Statement of Work

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

3. Standard Clauses and Conditions

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

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

3.1 General Conditions

2010C (2018-06-21), 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 May 1, 2020 to April 30, 2023 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 two (2) 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: Jason Scott
Title: A/Regional Procurement and Contracting Officer
Correctional Service Canada
Branch/Directorate: Contracting and Materiel Services
Telephone: 613-530-3001
Facsimile: 613-536-4571
E-mail address: Jason.Scott@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:

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

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

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

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid in accordance with Annex B – Basis of Payment. Customs duties are excluded and Applicable Taxes are extra.

6.2 Limitation of Expenditure

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

6.2.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or
- b. four months before the contract expiry date, or



- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

6.3 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.

6.4 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

7. Invoicing Instructions

7.1 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.

7.2 Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the following address for certification and payment.

Correctional Service Canada
Regional Manager of Public Health
508 Portsmouth Ave.
Kingston, Ontario
K7M 2W9

8. Certifications and Additional Information

8.1 Compliance

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

9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of 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 (2018-06-21), General Conditions - Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (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.

13. Ownership Control

Where the Contractor will have access to any and all personal and confidential information belonging to Canada, CSC staff or inmates for the performance of the work, the following will apply:

- (a) The Contractor warrants that it is not under ownership control of any non-resident entity (i.e. Individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other).
- (b) The Contractor shall advise the Minister of any change in ownership control for the duration of the contract.
- (c) The Contractor acknowledges that the Minister has relied on this warranty in entering into this Contract and that, in the event of breach of such warranty, or in the event that the



Contractor's ownership control becomes under a non-resident entity, the Minister shall have the right to treat this Contract as being in default and terminate the contract accordingly.

- (d) For the purposes of this clause, a non-resident entity is any individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other residing outside of Canada.

14. Closure of Government Facilities

14.1 Contractor personnel are employees of the Contractor and are paid by the Contractor on the basis of services rendered. Where the Contractor or the Contractor's employees are providing services on government premises pursuant to this Contract and the said premises become non accessible due to evacuation or closure of government facilities, and consequently no Work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of closure.

14.2 Contractors working at CSC sites should be aware that they may be faced with delay or refusal of entry to certain areas at certain times even if prior arrangements for access may have been made. Contractors are advised to call in advance of travel to ensure that planned access is still available.

15. Tuberculosis Testing

15.1 It is a condition of this contract that the Contractor or any employees of the Contractor who require entry into a Correctional Service of Canada Institution to fulfill the conditions of the contract may, at the sole discretion of the Warden, be required to provide proof of and results of a recent tuberculin test for the purpose of determining their TB infection status.

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

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

16. Compliance with CSC Policies

16.1 The Contractor agrees that its officers, servants, agents and subcontractors will comply with all regulations and policies in force at the site where the work covered by this contract is to be performed.

16.2 Unless otherwise provided in the contract, the Contractor shall obtain all permits and hold all certificates and licenses required for the performance of the Work.

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

17. Health and Labour Conditions

17.1 In this section, "Public Entity" means the municipal, provincial or federal government body authorized to enforce any laws concerning health and labour applicable to the performance of the Work or any part thereof.

17.2 The Contractor shall comply with all laws concerning health and labour conditions applicable to the performance of the Work or part thereof and shall also require compliance of same by all its subcontractors when applicable.



- 17.3 The Contractor upon any request for information or inspection dealing with the Work by an authorized representative of a Public Entity shall forthwith notify the Project Authority or Her Majesty.
- 17.4 Evidence of compliance with laws applicable to the performance of the Work or part thereof by either the Contractor or its subcontractor shall be furnished by the Contractor to the Project Authority or Her Majesty at such time as the Project Authority or Her Majesty may reasonably request."

18. Identification Protocol Responsibilities

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

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

19. Dispute Resolution Services

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 10 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the Department of Public Work and Government Services Act and Section 23 of the Procurement Ombudsman Regulations.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by e-mail at boa.opo@boa-opo.gc.ca, or by web at www.opo-boa.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 complainant respecting the administration of the 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.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.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.



ANNEX A – Statement of Work

The Correctional Service Canada has a requirement for pickup and delivery services of medical specimens (i.e., blood, urine, etc.) and pharmaceuticals within the Ontario Region.

The work will involve the following:

Objectives:

To pick up medical specimens from federal institutions and deliver to Kingston General Hospital, Hotel Dieu Hospital, or Kingston Public Health as well as pharmaceutical pickup and delivery.

1.1 Tasks:

1.1.1 To pick up medical specimens from Kingston Area Institutions and Warkworth Institution on a daily basis for dispatch to the following location for daytime deliveries:

Kingston General Hospital – 76 Stuart Street, Kingston, ON
Hotel Dieu Hospital – 166 Brock Street, Kingston, ON
Kingston Public Health Unit - 221 Portsmouth Avenue, Kingston, ON
Gamma-Dynacare Laboratory – 750 Peter Morand Cres. Ottawa ON

1.1.2 To pick up and deliver supplies or pharmaceuticals to the institutions on an as required basis.

1.1.3 To pick up and deliver pharmaceuticals from Kingston and deliver to Warkworth Institution daily.

1.1.4 To pick up specimens from Kingston and Warkworth to Joyceville Institution; and from Joyceville Institution to Gamma-Dynacare Laboratory – Approximately 12 times a year

1.2 Deliverables:

1.2.1 Medical specimens to be picked up after 14:00 hours from each institution and immediately delivered to the specified destination before 16:00 hours. Warkworth Institution pick up must be coordinated with the pharmaceutical deliveries.

1.2.2 To pick up pharmaceuticals from the Correctional Service Canada pharmacy (1455 Bath Road, Kingston, Ontario) for daytime delivery to the Warkworth Institution (Campbellford, Ontario). Pick up Warkworth Institutions medical specimens between 13:00 and 14:00 hours for delivery to the specified destination before 16:00 hours.

1.2.3 Pick up medical specimens from Kingston area Institutions with the exception of Warkworth Institution on an after-hours basis. After-hours is defined as:

16:00 hours to 24:00 hours from Monday to Friday
00:00 hours to 24:00 hours on weekends and statutory holidays

1.2.4 Medical specimens may be dispatched to the following locations on an after-hours basis:

Kingston General Hospital - 76 Stuart St. Kingston Ontario
Hotel Dieu Hospital - 166 Brock Street Kingston Ontario
Kingston Public Health Unit - 221 Portsmouth Avenue, Kingston, Ontario

CSC anticipates the estimated usage requirements for after-hours services as follows:
Kingston Area Institutions - approximately 600 deliveries per year



- 1.2.5 The Correctional Service Canada will ensure that the required documentation, labelling container marking and packing are in accordance with the “Transportation of Dangerous Goods” guidelines.
- 1.26. The Contractor shall comply with the “Transportation of Dangerous Goods” regulations and Category B – Bio hazardous material infectious substance and biological substances standards UN 3373 6.2
- 1.2.7 All drivers must be bonded.
- 1.2.8 To pick up and deliver “non dangerous” goods (i.e supplies and pharmaceuticals) for Bath Institution (to include Regional Treatment Centre when relocated), Collins Bay Institution Medium, Minimum and Regional Treatment Centre, Joyceville Institution Medium and Minimum and Millhaven Institution which includes Regional Treatment Centre and Regional Hospital.

1.3 Location of Work:

The services being requested are for dedicated daily routes.

The contractor shall provide certified personnel for the transportation of dangerous goods certified in bio-hazardous material infectious substances, in accordance with the UN3373 6.2 standards for Category B infectious substance and biological substance.

The goods to be transported may range from medical supplies, reports, drugs, narcotics and/or medical specimens such as samples cultural swabs, blood, urine and feces. The goods must be transported at room temperature or as directed. All goods are to be wrapped and labelled accordingly by Correctional Service of Canada. Pharmaceuticals may be medications in a liquid, pill or capsule form.

The contractor may require 5 to 8 certified drivers (approximately one per site) to be determined by the supplier. The contractor shall be required to meet the routines schedules herein. The contractor shall provide bonded drivers.

Containers for transport of specimens are provided by the Kingston General Hospital and the Community Public Health Unit. The contractor shall pick up and deliver two (2) colored containers daily at each site containing the specimens. The contract may pick up and deliver medical supplies and medications at the same time.



The contractor shall provide:

DAILY ROUTES:

Pickups from:	Days & Time	Delivery To:	Items
<p>Millhaven Institution Bath Institution Regional Treatment Centre and Regional Hospital</p> <p>(Complex Outside Kingston Area)</p> <p>Complex with three Health Services Departments</p>	<p>1400 hrs. Weekdays</p>	<p>Kingston General Hospital Kingston Public Health Unit Hotel Dieu Hospital.</p> <p>Minimum 260 pickups and deliveries yearly</p>	<p>Medical specimens are picked up on a daily basis and delivered to the specified laboratory as identified on bill of lading which may be any one of the three destination or all three destinations.</p> <p>Labs will have pickups to be returned to the sites the following day. Labs close at 1600 hours.</p>
<p>Collins Bay Minimum Institution and Collins Bay Medium Institution (Complex Kingston Area)</p> <p>Complex with two Health Services Departments</p>	<p>1400 hrs. Weekdays</p>	<p>Kingston General Hospital Kingston Public Health Unit Hotel Dieu Hospital</p> <p>Minimum 260 pickups and deliveries yearly</p>	<p>Same as above</p>
<p>Joyceville Medium Institution and Joyceville Minimum Institution (Complex Outside Kingston Area)</p> <p>Complex with two Health Services Departments</p>	<p>1400 hrs. Weekdays</p>	<p>Kingston General Hospital Kingston Public Health Unit Hotel Dieu Hospital</p> <p>Minimum 260 pickups and deliveries yearly</p>	<p>Same as above</p>



Warkworth Institution (Campbellford area) One Health Service Department	1400 hrs. Weekdays	Kingston General Hospital Kingston Public Health Unit Hotel Dieu Hospital Minimum 260 pickups and deliveries yearly	Same as above
Correctional Service of Canada - Regional Pharmacy (Kingston area)	Noon Weekdays	Warkworth Institution (Campbellford area) Minimum 260 pickup and deliveries yearly	Pharmaceuticals are picked up at Regional Pharmacy delivered to Warkworth and dropped off.

SPECIAL RUN – Two step process

Pickups from:	Days & Time	Delivery To:	Items
Correctional Service of Canada – Specified site Health Service Departments, including Warkworth Institution	1130 hrs Weekday	Joyceville Institution Health Services Approximately 12 times per year	Specimens are time and temperature sensitive and must be delivered to a special Lab within the Lab Center.
Joyceville Institution	Same day	Gamma Dynacare Laboratory 750 Peter Morand Crescent Ottawa Ontario Approximately 12 times yearly	Same as above

WEEKLY PICKUP Medical Supplies

Pickups from:	Days & Time	Delivery To:	Items
Kingston General Hospital	Once weekly	Institutional Sites, including Warkworth Institution. 52 times yearly	Medical Supplies ordered by specific sites. These runs can be incorporated in the daily routes above.



ON DEMAND TRIPS FOR STAT TESTS OUTSIDE THE DAILY ROUTE

Pickups from:	Days & Time	Delivery To:	Items
Any Institutional site Health Services department	Unscheduled on demand during working hours and after hours	Kingston General Hospital Kingston Public Health Unit Hotel Dieu Hospital 2-3 times weekly X 52 weeks yearly – Approximately 130 pickups	Emergency Stat Tests

There are two different rates for pickups and delivered depending on the items being transported. Items requiring transportation of dangerous goods will be clearly identified. The regular route above requires certified drivers. Other commodities maybe identified as CO2 or Nitrogen.

1.3.1 The Contractor must pick up medical specimens from the following federal institutions:

Bath Institution and the Regional Treatment Centre
5775 Bath Road, P.O. Box 1500
Bath, Ontario, K0H 1G0

Collins Bay Institution Medium, Minimum (formally Frontenac)
1455 Bath Road, P.O. Box 190
Kingston, Ontario
K7L 4V9

Joyceville Institution Medium and Minimum (formally Pittsburgh)
Highway 15, P.O. Box 880
Kingston, Ontario, K7L 4X9

Millhaven Institution, Regional Treatment Centre and Regional Hospital
5775 Bath Road, P.O. Box 280
Bath, Ontario, K0H 1G0

Warkworth Institution (To be included with the pharmacy deliveries)
P.O. Box 760
Campbellford, Ontario, K0L 1L0



1.4 Travel

1.4.1 Travel to the following locations will be required for performance of the work under this contract:

Bath Institution and the Regional Treatment Centre
5775 Bath Road, P.O. Box 1500
Bath, Ontario, K0H 1G0

Collins Bay Institution Medium, Minimum (formally Frontenac)
1455 Bath Road, P.O. Box 190
Kingston, Ontario
K7L 4V9

Joyceville Institution Medium and Minimum (formally Pittsburgh)
Highway 15, P.O. Box 880
Kingston, Ontario, K7L 4X9

Millhaven Institution, Regional Treatment Centre and Regional Hospital
5775 Bath Road, P.O. Box 280
Bath, Ontario, K0H 1G0

Warkworth Institution (to be included with the pharmacy deliveries)
P.O. Box 760
Campbellford, Ontario, K0L 1L0

1.5 Language of Work:

The contractor must perform all work 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.

Year 1: From May 1, 2020 to April 30, 2021 up to a ceiling of \$ _____ (to be completed upon contract award).

<u>Site Name and Location</u>	<u>Daily Route pickup and delivery during business hours Transportation of Dangerous goods</u>	<u>Weekly pickup and delivery 0800-1600 hours medical supplies non-dangerous goods</u>	<u>On Demand Daytime pickup and delivery dangerous goods</u>	<u>After hours on call pickup and delivery of dangerous goods</u>
Bath, Regional Treatment Centre Millhaven and Regional Hospital (Complex Outside Kingston Area)	\$_____per pickup and delivery	\$_____per pickup and delivery	\$_____per pickup and delivery	\$_____per pickup and delivery
Collins Bay Complex (Kingston Area)	\$_____per pickup and delivery	\$_____per pickup and delivery	\$_____per pickup and delivery	\$_____per pickup and delivery
Joyceville Complex (Outside Kingston Area)	\$_____per pickup and delivery	\$_____per pickup and delivery	\$_____per pickup and delivery	\$_____per pickup and delivery
Warkworth (Campbellford area)	\$_____per pickup and delivery	\$_____per pickup and delivery	\$_____per pickup and delivery	\$_____per pickup and delivery
Regional Pharmacy (Kingston Area)		\$_____per pickup and delivery	\$_____per pickup and delivery	\$_____per pickup and delivery
Regional Pharmacy To Warkworth Inst.		\$_____per pickup and delivery	\$_____per pickup and delivery	\$_____per pickup and delivery

SPECIAL RUN - GAMMA DYNACARE OTTAWA:

<u>Site Name and Location</u>	<u>Pickup for delivery to Joyceville Institution</u>
Bath, Regional Treatment Centre, Millhaven and Regional Hospital (Complex Outside Kingston Area)	\$_____per pickup and delivery
Collins Bay Complex (Kingston Area)	\$_____per pickup and delivery
Warkworth (Campbellford area)	\$_____per pickup and delivery
GAMMA DYNACARE-Ottawa	\$_____per pickup at Joyceville Institution and delivery Ottawa before 1600 hrs.



Year 2: From May 1, 2021 to April 30, 2022 up to a ceiling of \$_____ (to be completed upon contract award).

<u>Site Name and Location</u>	<u>Daily Route pickup and delivery during business hours</u> <u>Transportation of Dangerous goods</u>	<u>Weekly pickup and delivery 0800-1600 hours medical supplies</u> <u>non-dangerous goods</u>	<u>On Demand Daytime pickup and delivery</u> <u>dangerous goods</u>	<u>After hours on call pickup and delivery of dangerous goods</u>
Bath, Regional Treatment Centre Millhaven and Regional Hospital (Complex Outside Kingston Area)	\$_____per pickup and delivery	\$_____per pickup and delivery	\$_____per pickup and delivery	\$_____per pickup and delivery
Collins Bay Complex (Kingston Area)	\$_____per pickup and delivery	\$_____per pickup and delivery	\$_____per pickup and delivery	\$_____per pickup and delivery
Joyceville Complex (Outside Kingston Area)	\$_____per pickup and delivery	\$_____per pickup and delivery	\$_____per pickup and delivery	\$_____per pickup and delivery
Warkworth (Campbellford area)	\$_____per pickup and delivery	\$_____per pickup and delivery	\$_____per pickup and delivery	\$_____per pickup and delivery
Regional Pharmacy (Kingston Area)		\$_____per pickup and delivery	\$_____per pickup and delivery	\$_____per pickup and delivery
Regional Pharmacy To Warkworth Inst.		\$_____per pickup and delivery	\$_____per pickup and delivery	\$_____per pickup and delivery

SPECIAL RUN - GAMMA DYNACARE OTTAWA:

<u>Site Name and Location</u>	<u>Pickup for delivery to Joyceville Institution</u>
Bath, Regional Treatment Centre, Millhaven and Regional Hospital (Complex Outside Kingston Area)	\$_____per pickup and delivery
Collins Bay Complex (Kingston Area)	\$_____per pickup and delivery
Warkworth (Campbellford area)	\$_____per pickup and delivery
GAMMA DYNACARE-Ottawa	\$_____per pickup at Joyceville Institution and delivery Ottawa before 1600 hrs.



Year 3: From May 1, 2022 to April 30, 2023 up to a ceiling of \$ _____ (to be completed upon contract award).

<u>Site Name and Location</u>	<u>Daily Route pickup and delivery during business hours Transportation of Dangerous goods</u>	<u>Weekly pickup and delivery 0800-1600 hours medical supplies non-dangerous goods</u>	<u>On Demand Daytime pickup and delivery dangerous goods</u>	<u>After hours on call pickup and delivery of dangerous goods</u>
Bath, Regional Treatment Centre Millhaven and Regional Hospital (Complex Outside Kingston Area)	\$_____per pickup and delivery	\$_____per pickup and delivery	\$_____per pickup and delivery	\$_____per pickup and delivery
Collins Bay Complex (Kingston Area)	\$_____per pickup and delivery	\$_____per pickup and delivery	\$_____per pickup and delivery	\$_____per pickup and delivery
Joyceville Complex (Outside Kingston Area)	\$_____per pickup and delivery	\$_____per pickup and delivery	\$_____per pickup and delivery	\$_____per pickup and delivery
Warkworth (Campbellford area)	\$_____per pickup and delivery	\$_____per pickup and delivery	\$_____per pickup and delivery	\$_____per pickup and delivery
Regional Pharmacy (Kingston Area)		\$_____per pickup and delivery	\$_____per pickup and delivery	\$_____per pickup and delivery
Regional Pharmacy To Warkworth Inst.		\$_____per pickup and delivery	\$_____per pickup and delivery	\$_____per pickup and delivery

SPECIAL RUN - GAMMA DYNACARE OTTAWA:

<u>Site Name and Location</u>	<u>Pickup for delivery to Joyceville Institution</u>
Bath, Regional Treatment Centre, Millhaven and Regional Hospital (Complex Outside Kingston Area)	\$_____per pickup and delivery
Collins Bay Complex (Kingston Area)	\$_____per pickup and delivery
Warkworth (Campbellford area)	\$_____per pickup and delivery
GAMMA DYNACARE-Ottawa	\$_____per pickup at Joyceville Institution and delivery Ottawa before 1600 hrs.



Option Year 1: From May 1, 2023 to April 30, 2024 up to a Ceiling of \$ _____ (to be completed upon contract award).

<u>Site Name and Location</u>	<u>Daily Route pickup and delivery during business hours</u> <u>Transportation of Dangerous goods</u>	<u>Weekly pickup and delivery 0800-1600 hours medical supplies</u> <u>non-dangerous goods</u>	<u>On Demand Daytime pickup and delivery dangerous goods</u>	<u>After hours on call pickup and delivery of dangerous goods</u>
Bath, Regional Treatment Centre Millhaven and Regional Hospital (Complex Outside Kingston Area)	\$_____per pickup and delivery	\$_____per pickup and delivery	\$_____per pickup and delivery	\$_____per pickup and delivery
Collins Bay Complex (Kingston Area)	\$_____per pickup and delivery	\$_____per pickup and delivery	\$_____per pickup and delivery	\$_____per pickup and delivery
Joyceville Complex (Outside Kingston Area)	\$_____per pickup and delivery	\$_____per pickup and delivery	\$_____per pickup and delivery	\$_____per pickup and delivery
Warkworth (Campbellford area)	\$_____per pickup and delivery	\$_____per pickup and delivery	\$_____per pickup and delivery	\$_____per pickup and delivery
Regional Pharmacy (Kingston Area)		\$_____per pickup and delivery	\$_____per pickup and delivery	\$_____per pickup and delivery
Regional Pharmacy To Warkworth Inst.		\$_____per pickup and delivery	\$_____per pickup and delivery	\$_____per pickup and delivery

SPECIAL RUN - GAMMA DYNACARE OTTAWA:

<u>Site Name and Location</u>	<u>Pickup for delivery to Joyceville Institution</u>
Bath, Regional Treatment Centre, Millhaven and Regional Hospital (Complex Outside Kingston Area)	\$_____per pickup and delivery
Collins Bay Complex (Kingston Area)	\$_____per pickup and delivery
Warkworth (Campbellford area)	\$_____per pickup and delivery
GAMMA DYNACARE-Ottawa	\$_____per pickup at Joyceville Institution and delivery Ottawa before 1600 hrs.



Option Year 2: From May 1, 2024 to April 30, 2025 up to a Ceiling of \$ _____ (to be completed upon contract award).

<u>Site Name and Location</u>	<u>Daily Route pickup and delivery during business hours</u> <u>Transportation of Dangerous goods</u>	<u>Weekly pickup and delivery 0800-1600 hours medical supplies non-dangerous goods</u>	<u>On Demand Daytime pickup and delivery dangerous goods</u>	<u>After hours on call pickup and delivery of dangerous goods</u>
Bath, Regional Treatment Centre Millhaven and Regional Hospital (Complex Outside Kingston Area)	\$_____per pickup and delivery	\$_____per pickup and delivery	\$_____per pickup and delivery	\$_____per pickup and delivery
Collins Bay Complex (Kingston Area)	\$_____per pickup and delivery	\$_____per pickup and delivery	\$_____per pickup and delivery	\$_____per pickup and delivery
Joyceville Complex (Outside Kingston Area)	\$_____per pickup and delivery	\$_____per pickup and delivery	\$_____per pickup and delivery	\$_____per pickup and delivery
Warkworth (Campbellford area)	\$_____per pickup and delivery	\$_____per pickup and delivery	\$_____per pickup and delivery	\$_____per pickup and delivery
Regional Pharmacy (Kingston Area)		\$_____per pickup and delivery	\$_____per pickup and delivery	\$_____per pickup and delivery
Regional Pharmacy To Warkworth Inst.		\$_____per pickup and delivery	\$_____per pickup and delivery	\$_____per pickup and delivery

SPECIAL RUN - GAMMA DYNACARE OTTAWA:

<u>Site Name and Location</u>	<u>Pickup for delivery to Joyceville Institution</u>
Bath, Regional Treatment Centre, Millhaven and Regional Hospital (Complex Outside Kingston Area)	\$_____per pickup and delivery
Collins Bay Complex (Kingston Area)	\$_____per pickup and delivery
Warkworth (Campbellford area)	\$_____per pickup and delivery
GAMMA DYNACARE-Ottawa	\$_____per pickup at Joyceville Institution and delivery Ottawa before 1600 hrs.



2.0 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.



ANNEX C – Security Requirement Check List

DSD-ONT3817-NSR



Contract Number / Numéro du contrat 21401-25-3327201
Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine <i>Correctional Service Canada</i>		2. Branch or Directorate / Direction générale ou Direction <i>Health Services (ONT)</i>
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work / Brève description du travail <i>Courier Services - Transportation of Dangerous goods, Health Care Samples and Supplies.</i>		
5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
8. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) / Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SÉCRÉ <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SÉCRÉ <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SÉCRÉ <input type="checkbox"/>	SECRET / SÉCRÉ <input type="checkbox"/>
TOP SECRET / TRÈS SÉCRÉ <input type="checkbox"/>		TOP SECRET / TRÈS SÉCRÉ <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SÉCRÉ (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SÉCRÉ (SIGINT) <input type="checkbox"/>

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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- | | | | |
|---|--|---|--|
| <input type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET- SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | Contractor/Offoror will be escorted at all times /
L'entrepreneur / l'offrant doit être escorté en tout temps | | |

Special comments:
Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui

If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui

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Security Classification / Classification de sécurité
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Canada



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PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC						
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET	
											A	B	C				
Information / Assets Renseignements / Biens Production																	
IT Media / Support IT																	
IT Link / Lien électronique																	

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.
12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



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PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Tim O'Hara	Title - Titre A/Regional Manager Public Health	Signature <i>[Signature]</i>	
Telephone No. - N° de téléphone 613-545-8147	Facsimile No. - N° de télécopieur 613-545-8176	E-mail address - Adresse courriel Tim.O'Hara@csc-sec.gc.ca	Date 2020-01-13
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Rita Dubois	Title - Titre A/Contract Security Analyst Analyste de la sécurité des contrats int.	Signature Dubois, Rita	
Telephone No. - N° de téléphone 613-992-8995	Facsimile No. - N° de télécopieur Rita.Dubois@CSC-SEC.GC.CA	E-mail address - Adresse courriel Rita.Dubois@CSC-SEC.GC.CA	Date 2020-01-14
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui			
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) Jason Scott	Title - Titre A/Regional Procurement and Contracting officer	Signature <i>[Signature]</i>	
Telephone No. - N° de téléphone 613-530-3001	Facsimile No. - N° de télécopieur 613-536-4571	E-mail address - Adresse courriel Jason.Scott@csc-sec.gc.ca	Date 2020-01-13
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées) Rita Dubois	Title - Titre A/Contract Security Analyst Analyste de la sécurité des contrats int.	Signature Dubois, Rita	
Telephone No. - N° de téléphone 613-992-8995	Facsimile No. - N° de télécopieur Rita.Dubois@CSC-SEC.GC.CA	E-mail address - Adresse courriel Rita.Dubois@CSC-SEC.GC.CA	Date 2020-01-14



ANNEX D – Evaluation Criteria

1.0 Technical Evaluation:

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

- 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 – 21401-25-3327201

#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met
M1	The bidder must demonstrate that the proposed company is a registered and licenced business in the Province of Ontario.		
M2	The bidder must demonstrate that the proposed company is qualified to handle transportation of dangerous goods and safeguard dangerous goods in accordance with legislated requirements. Proposals must include a current copy of the certification document.		
M3	The bidder must demonstrate that all of the contractors employees proposed to provide contracted services possess a valid Ontario drivers licence.		
M4	The bidder must demonstrate that the proposed company possesses a minimum of two (2) years experience providing pickup/delivery services.		
M5	The bidder must demonstrate in their proposal that all drivers hold a valid and in good standing certification of dangerous goods for each person transporting issued by the hiring contractor.		



ANNEX E – Insurance Requirements

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 \$2,000,000 per accident or occurrence and in the annual aggregate.
 - 1.1 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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - 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) 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.