



RETURN BIDS TO:

Bid Receiving:

Correctional Service of Canada
Material Management Division
250, montée St-François
Laval (Quebec) H7C 1S5

Telephone: 450-661-9550, ext. 3223-3210

E-MAIL :

GEN-QUE307Soumissions@CSC-SCC.GC.CA

(Maximum 10 MB per e-mail)

REQUEST FOR QUOTATION

Quotation 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.

Comments:

“THIS DOCUMENT DOES NOT CONTAIN A SECURITY REQUIREMENT”

Vendor/Firm Name and Address:

Telephone n°:

Fax n°:

E-mail: _____

GST # or SIN or P.B.N. #:

Title: Pharmaceutical Products Transportation Services	
Solicitation N°: 21301-21-3427656	Date: February 14, 2020
Client Reference N°: 21301-21-3427656	
GETS Reference N°: PW-20-00907069	
Solicitation Closes: At : 2 :00 p.m. (EDT) On : March 16, 2020	
F.O.B. : Plant: Destination: X Other:	
Address Enquiries to: Gabrielle St-Hilaire Castonguay Contracting and Procurement Regional Officer Gabrielle.St-HilaireCastonguay@csc-scc.gc.ca	
Telephone N°: 450-661-9550, ext. 3953	Fax N°: 450-664-6626
Destination of Goods, Services and Construction: Multiple institutions, see herein.	
Instructions: See Herein	
Delivery Required: See herein	Delivery Offered : See herein
Name and title of person authorized to sign on behalf of Vendor/Firm	

Name	Title

Signature	Date
(Sign and return cover page with bid proposal)	



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Institutional Access Requirements
2. Statement of Work
3. Revision of Departmental Name
4. Debriefings
5. Trade Agreements
6. Procurement Ombudsman

PART 2 - BIDDER INSTRUCTIONS

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

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions
2. Section I: Technical Bid
3. Section II: Financial Bid
4. Section III: Certifications

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

1. Certifications Precedent to Contract Award and Additional Information

PART 6 - RESULTING CONTRACT CLAUSES

1. Institutional Access Requirements
2. Statement of Work
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications and Additional Information
9. Applicable Laws
10. Priority of Documents
11. Termination on Thirty Days Notice
12. Insurance - Specific Requirements
13. Ownership Control
14. Closure of Government Facilities
15. Tuberculosis Testing
16. Compliance with CSC Policies



17. Health and Labour Conditions
18. Identification Protocol Responsibilities
19. Dispute Resolution Services
20. Contract Administration
21. Proactive Disclosure of Contracts with Former Public Servants
22. Information Guide for Contractors

List of Annexes:

- Annex A – Statement of Work
- Annex B – Proposed Basis of Payment
- Annex C – Insurance Requirements
- Annex D – Evaluation Criteria (*does not apply*)
- Annex E – Request to Access a Federal Institution



PART 1 - GENERAL INFORMATION

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

2. Statement of Work

The Work to be performed is detailed under Annex A, Statement of Work of the resulting contract clauses.

3. Revision of Departmental Name

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

4. Debriefings

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

5. Trade Agreements

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

6. 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.

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.

The following information must be written on the bid envelope when hand-delivered :

- Number of the Bid Solicitation
- Name of the Contracting Authority
- Closing Date

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 five (5) business days before the bid closing date. Enquiries received after that time may not be answered.

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

5. Applicable Laws

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

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: **one (1) hard or electronic copy**; (*does not apply*)

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

Section III: Certifications: **one (1) hard or electronic 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 (*does not apply*)

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.

Payment by Credit Card

Canada requests that bidders complete one of the following:

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



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

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

The bidder is not obligated to accept payment by credit card.

Acceptance of credit cards for payment will not be considered as an evaluation criteria.

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 *(does not apply)*

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

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

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

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

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

2. Basis of Selection

A bid must comply with the requirements of the Request for Quotation to be declared responsive. The contract will be awarded to the responsive bid with the lowest evaluated price per route. A maximum of five (5) contracts may be awarded.

Please note that, for the purpose of the evaluation, the total bid price per route will be calculated by adding the all-inclusive fixed unit prices for the term of the Contract and the option years.

In the event of a tie regarding the lowest total bid price per route, the Contract will be awarded to the bidder with the most experience in transportation services (according to the Registre des entreprises du Québec).

Please note that the award of the Contract is subject to compliance with the budget ceiling established for this process.



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 ten (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](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga = 1.229006812.1158694905.1413548969) 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 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. 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 shall submit to a verification of identity / information by CSC, and must adhere to institutional requirement for the conduct of searches prior to admittance to the institution / site. CSC reserves the right to deny access to any institution / site or part thereof of any Contractor personnel, at any time.

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.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from April 1st, 2020 to March 31st, 2021 inclusively.

4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to **two (2) additional one (1)-year periods** under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purpose only, through a contract amendment.



5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Gabrielle St-Hilaire Castonguay
Title: Contracting and Procurement Regional Officer
Correctional Service Canada
Branch/Directorate: Material Management division

Address : 250, montée St-François
Laval (Quebec) H7C 1S5

Telephone: (450) 661-9550, poste 3953
Facsimile: (450) 664-6626
E-mail address: Gabrielle.St-HilaireCastonguay@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 *(will be completed upon the award of the Contract)*

The Project Authority for the Contract is:

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

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

5.3 Contractor's Representative *(to complete)*

The Authorized Contractor's Representative is:

Name: _____
Title: _____
Company: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____



6. Payment

6.1 Basis of Payment

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

6.2 Limitation of Expenditure *(will be completed upon the award of the Contract)*

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

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

- a. when it is 75% 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.

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 Montly 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

6.5 Travel and Living Expenses

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



6.6 Electronic Payment of Invoices

The Contractor accepts to be paid using the following Electronic Payment Instruments:

- a. MasterCard Acquisition Card; and
- b. Direct Deposit (Domestic and International).

Note to bidders: This clause will be deleted from the resulting contract clauses if the Contractor does not accept payment by MasterCard Acquisition Card.

6.7 Direct deposit request

All new suppliers have to sign up for Direct Deposit to receive their payment. All « **IFMMS Supplier Record Requests / Revisions** » CSC / SCC 1400-03 (R-2014-06) form, must be sent to GEN-QUE307Fournisseurs@CSC-SCC.GC.CA.

7. Invoicing Instructions

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

Invoices must be distributed as follows :

The original and one (1) copy must be forwarded to the Project Authority, identified at article 5.2, Project Authority of the Contract.

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 Quebec.

10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the General Conditions 2010C (2018-06-21), Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements
- (f) the Contractor's bid dated _____ *(will be completed upon the award of the Contract)*



11. Termination on Thirty Days Notice

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.

In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

12. Insurance – Specific Requirements

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

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. 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

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.

15. 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.

16. 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 or any other CSC web page designated for such purpose.

17. Health and Labour 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."

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:

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 himself 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.

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. Proactive Disclosure of Contracts with Former Public Servants

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

22. Information Guide for Contractors

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



ANNEX A – Statement of Work

1. Context

Correctional Service Canada (CSC) is seeking for a contractor who will offer a service of Pharmaceutical Products delivery, from the Regional Pharmacy to the various institutions within the Quebec region. The Regional Pharmacy is located at 5492, Levesque Boulevard East, Laval, QC H7C 1N7. Business hours are from 8:00 am to 4:00 pm.

2. Scope of Work

Provide the products pick up and delivery service from the Regional pharmacy to the correctional institutions within the Quebec region.

The delivery service is to be performed **on a daily basis, from Monday to Friday** (five days a week). For holidays, the deliveries will be postponed to the next working day. Federal holidays are the following: New Year, Good Friday, Easter Monday, Victoria Day, St-Jean-de-Baptiste, Canada Day, Labour Day, Thanksgiving Day, Christmas Day and the day after Christmas.

Addresses of destination:

- **Sainte-Anne-des-Plaines Complex:**
 - **Archambault Institution** (Minimal security)
244, Montée Gagnon, Sainte-Anne-des-Plaines, QC J0N 1H0;
 - **Archambault Institution** (Medium security)
242, Montée Gagnon, Sainte-Anne-des-Plaines, QC J0N 1H0;
 - **Regional Reception Centre** (Maximum security)
246, Montée Gagnon, Sainte-Anne-des-Plaines, QC J0N 1H0.
- **Cowansville Institution** (Medium Security)
400, Fordyce Avenue, Cowansville, QC J2K 3N7
- **Donnacona Institution** (Maximum Security)
1537, Highway 138, Donnacona, QC G3M 1C9
- **Drummond Institution** (Medium Security)
2025, Jean-de-Brébeuf Blvd., Drummondville, QC J2B 7Z6
- **Laval Complex:**
 - **Federal Training Centre, site 6099** (Multi-level Security)
6099, Lévesque Blvd. East, Laval, QC H7C 1P1;
 - **Federal Training Centre, site 600** (Minimum Security)
600 Montée St-François, Laval, QC H7C 1S5.
- **Joliette Institution** (Multi-level Security)
400, Marsolais Street, Joliette, QC J6E 8V4
- **La Macaza Institution** (Medium Security)
321, Chemin de l'Aéroport, La Macaza, QC J0T 1R0



Routes between the Regional Pharmacy and the Institutions

Routes Products pick up at the Regional Pharmacy to	Routes descriptions	Number of bins (average of)
<p>1 Sainte-Anne-des-Plaines</p>	<p>9:00 am - Departure from the Regional Pharmacy, Laval 1st stop - Archambault Institution (Medium) 2nd stop - Archambault Institution (Minimum) Last stop - Regional Reception Centre (at 10:45 am at the latest)</p>	12 bins
	<p>14:30 pm - Departure from the Regional Pharmacy, Laval 1st stop - Archambault Institution (Medium) Last stop - Regional Reception Centre (at 3:30 pm at the latest)</p> <p>At every stop, the empty bins of the day before, are picked up and brought back to the Pharmacy the next morning.</p>	<p>CRR: 1 Archambault: 1</p>
<p>2 Laval and La Macaza</p>	<p>8:15 am - Departure from the Regional Pharmacy, Laval 1st stop - Federal Training Centre, site 6099 2nd stop - Federal Training Centre, site 600 Last stop - La Macaza Institution (at 11:30 am at the latest)</p> <p>At every stop, the empty bins of the day before, are picked up and brought back to the Pharmacy the next morning.</p>	<p>Laval: 6 La Macaza: 3</p>
<p>3 Drummondville and Cowansville</p>	<p>8:30 am - Departure from the Regional Pharmacy, Laval 1st stop - Drummond Institution 2nd stop - Cowansville Institution (at 1:00 pm at the latest)</p> <p>At every stop, the empty bins of the day before, are picked up and brought back to the Pharmacy the next morning.</p>	<p>Drummond: 3 Cowansville: 4</p>
<p>4 Donnacona and Joliette</p>	<p>8:00 am - Departure from the Regional Pharmacy, Laval 1st stop - Donnacona Institution 2nd stop - Joliette Institution (at 1:00 pm at the latest)</p> <p>At every stop, the empty bins of the day before, are picked up and brought back to the Pharmacy the next morning.</p>	<p>Donnacona: 3 Joliette: 3</p>



2.1 Special features for delivery

The Contractor must present himself at the Regional Pharmacy at least fifteen (15) minutes before the prescribed departure time of the route in order to collect the bins.

A thirty (30) minutes waiting period should be expected before the delivery person can access the institution.

Ste-Anne-des-Plaines Complex:

- **Archambault Institution (Medium):** the vehicle passes through the secured gates and drives to the receiving dock.
- **Archambault Institution (Minimum):** the delivery person enters the facility and carries the bins to the Health Centre under security escort.
- **Regional Reception Centre:** the delivery person passes through the secured gates and drives to the receiving dock.

La Macaza Institution: the vehicle passes through the secured gates and the delivery person carries the bins to the Health Center under security escort. **Exceptionally, if the delivery arrives at the institution after 11:30 am and before 1:00 pm, the Contractor must contact the Health Centre before 11:30 am in order for the bins to be collected at the reception.**

Laval Facilities:

- **Federal Training Centre, site 6099:** the delivery person enters the facility and under security escort, carries the bins to the Health Centre;
- **Federal Training Centre, site 600:** the delivery person enters the facility and under security escort, carries out the bins to the Health Centre.

Drummond Institution: the delivery person presents himself to the main entrance and leaves the bins to the staff.

Cowansville Institution: the delivery person enters the facility and under security escort, carries the bins to the Health Centre.

Donnacona Institution: the delivery person presents her/himself to the main entrance and leaves the bins to the staff.

Joliette Institution: the vehicle passes through the secured gates and the delivery person carries the bins to the Health Center.

2.2 Additional information and mandatory requirements:

- Bins size: 15 x 21 x 12 in. Weight: approximatively 10 to 20 lbs each.
- The empty bins **must be returned to the Regional Pharmacy when the deliverer person picks up the new products**, the next morning.
- At a frequency of one (1) time per week, all the institution Health Centres will return pharmaceutical products to the Pharmacy (two (2) times a week for the Sainte-Anne-des-Plaines Complex). The bins must be returned to the Regional Pharmacy the same day. The Project Authority will define a return day for each Institution.



- **Deliveries must always be completed without intermediaries.** Furthermore, when delivering pharmaceutical products to the various institution, no merchandise other than that belonging to the Correctional Services Canada must be transported.
- Every bin is identified and scelled. **They will only be received by the institution if they are intact (i.e. sealed).** A signature chain must be respected at all time.

3. Tasks

- The Contractor must provide human resources with vehicle, including all required equipment and tools to provide pharmaceutical products delivery services (pick up and delivery) to the listed institutions on section **2. Scope**.
- The Regional Pharmacist must be able to know simultaneously where the deliveries are.
- The Delivery persons must carry out and lift many bins at different distances, several boxes per delivery, as mentioned in section **2. Scope**.
- During the transport, the delivery and the products return to the Regional Pharmacy, the contractor is responsible for the products security and safety (refrigerated or not).
- In the event that an institution refuses a delivery, **the contractor must contact the Regional Pharmacist to receive instructions for the products delivery**, and that before he leaves the premises of the institution. If the delivery person receives the instructions to return the products to the Regional Pharmacy, it must be executed the same day.
- **It is strictly forbidden to leave the pharmaceutical products in the vehicles after working hours, during evenings and/or overnight.**

4. Requirements in terms of the authorisation/qualification of the delivery drivers

Delivery drivers must be service oriented; be efficient; be reliable; have good interpersonal skills; be good communicators and have the will to work in collaboration with the different CSC representatives. At all time, access to Institution facilities imposes a neat personal appearance.

Delivery persons must have, at all time, an ID card (with photo and date of birth). At all time, when they are being asked to identify themselves, they must comply.

The contractor must have back up delivery drivers. The alternate delivery person must know the routes and must have a facility access authorization.

The Contractor must ensure that all delivery persons, as well as their substitutes, are equipped with a cell phone. Delivery persons must be reachable at all times during delivery hours. Before the contract is in force, the Contractor must provide the Project Authority with the list of delivery persons and their cell phone numbers. The list must be updated by the Contractor as soon as a change occurs.



ANNEX B – Proposed Basis of Payment

1. Contract Period (from April 1st, 2020 until March 31st, 2021)

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 unit prices below in the performance of this Contract, Applicable Taxes extra.

Note to bidders: more than one (1) Contract may be awarded for this process. **The Contractor may bid for one (1) route or more**, according to his ability to serve in the designated areas.

For its bid to be responsive, the Contractor must submit a price for all periods included in this Request for Quotation for a particular route.

Route N°	Route Description	Price per route*	Route/ year From April 1st, 2020 to March 31st, 2021	Total
1	From the Regional Pharmacy to Sainte-Anne-des-Plaines Complex	\$ _____	251 (workdays)	\$ _____
2	From the Regional Pharmacy to Laval Complex and La Macaza Institution	\$ _____	251 (workdays)	\$ _____
3	From the Regional Pharmacy to Drummond and Cowansville Institutions	\$ _____	251 (workdays)	\$ _____
4	From the Regional Pharmacy to Donnacona and Joliette Institutions	\$ _____	251 (workdays)	\$ _____
TOTAL :				\$ _____

* The Contractor must include the weekly (or bi-weekly) return of medication to the Regional Pharmacy in the price of the route.

Fees and expenses:

ONLY those expenses invoiced at the above bid rate will be paid. Bid rates include EVERYTHING that is necessary to perform the work, in accordance with expected services, detailed in Annex A, Statement of work. This include, but is not limited to: administration fees and expenses, profit, **fuel**, labor, equipment and or any other expense necessary to the service delivery.



2. Options to Extend the Contract Period:

Subject to the exercise of the option to extend the Contract period in accordance with Article 4. Term of contract of the original contract, Options to Extend Contract, the Contractor will be paid the firm all inclusive Per Diem rate(s), in accordance with the following table, Applicable Taxes extra, to complete all Work and services required to be performed in relation to the Contract extension.

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

Option 1 (from April 1st, 2021 to March 31st, 2022):

Route N°	Route Description	Price per route*	Route/ year From April 1st, 2020 to March 31st, 2021	Total
1	From the Regional Pharmacy to Sainte-Anne-des-Plaines Complex	\$ _____	251 (workdays)	\$ _____
2	From the Regional Pharmacy to Laval Complex and La Macaza Institution	\$ _____	251 (workdays)	\$ _____
3	From the Regional Pharmacy to Drummond and Cowansville Institutions	\$ _____	251 (workdays)	\$ _____
4	From the Regional Pharmacy to Donnacona and Joliette Institutions	\$ _____	251 (workdays)	\$ _____
TOTAL :				\$ _____

* The Contractor must include the weekly (or bi-weekly) return of medication to the Regional Pharmacy in the price of the route.

Fees and expenses:

ONLY those expenses invoiced at the above bid rate will be paid. Bid rates include EVERYTHING that is necessary to perform the work, in accordance with expected services, detailed in Annex A, Statement of work. This include, but is not limited to: administration fees and expenses, profit, **fuel**, labor, equipment and or any other expense necessary to the service delivery.



Option 2 (from April 1st, 2022 to March 31st, 2023):

Route N°	Route Description	Price per route*	Route/ year From April 1st, 2020 to March 31st, 2021	Total
1	From the Regional Pharmacy to Sainte-Anne-des-Plaines Complex	\$ _____	251 (workdays)	\$ _____
2	From the Regional Pharmacy to Laval Complex and La Macaza Institution	\$ _____	251 (workdays)	\$ _____
3	From the Regional Pharmacy to Drummond and Cowansville Institutions	\$ _____	251 (workdays)	\$ _____
4	From the Regional Pharmacy to Donnacona and Joliette Institutions	\$ _____	251 (workdays)	\$ _____
TOTAL :				\$ _____

* The Contractor must include the weekly (or bi-weekly) return of medication to the Regional Pharmacy in the price of the route.

Fees and expenses:

ONLY those expenses invoiced at the above bid rate will be paid. Bid rates include EVERYTHING that is necessary to perform the work, in accordance with expected services, detailed in Annex A, Statement of work. This include, but is not limited to: administration fees and expenses, profit, **fuel**, labor, equipment and or any other expense necessary to the service delivery.

3. Applicable Taxes

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

4. Payment by Credit Card

Canada requests that bidders complete one of the following:

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

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

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

The bidder is not obligated to accept payment by credit card.

Acceptance of credit cards for payment will not be considered as an evaluation criteria.



ANNEX C – 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.
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 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.



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.

Automobile Liability Insurance

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000.00 per accident or occurrence.
2. The policy must include the following:
 - a. Third Party Liability – \$2,000,000.00 Minimum Limit per Accident or Occurrence;
 - b. Accident Benefits – all jurisdictional statutes;
 - c. Uninsured Motorist Protection;
 - d. Notice of Cancellation: The Contractor will provide the Contracting Authority at least thirty (30) days prior written notice of policy cancellation or any other changes to the insurance policy.



All Risks Property Insurance

The Contractor must obtain All Risks Property insurance while the Government Property is under its care, custody or control, and maintain it in force throughout the duration of the Contract, in an amount of not less than \$100,000.00. The Government's Property must be insured on "Replacement Cost" basis.

1. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses or damages to ensure that claims are properly made and paid.
2. The All Risks Property insurance policy must include the following:
 - a. Notice of Cancellation: The Contractor will provide the Contracting Authority at least thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - b. Loss Payee: Canada as its interest may appear or as it may direct.
 - c. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by the Correctional Service of Canada for any and all loss of or damage to the property however caused.



ANNEX D Evaluation Criteria *(does not apply)*

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 the 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.



ANNEX E – Request to Access a Federal Institution

(See PDF Document here attached)
« REQUEST TO ACCESS A FEDERAL INSTITUTION »