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## **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. 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 the [Office of the Procurement Ombudsman email address](#), by telephone at 1-866-734-5169, or by web at the [Office of the Procurement Ombudsman website](#). 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 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](#) (2020-05-28), 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 appear on the bid envelope when hand-delivered:

- Request for Quotation number;
- Name of the Contracting Authority;
- Solicitation 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: 2019-01](#) 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.



#### 4. Enquiries – Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority **no later than ten (10) 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.

#### 6. Mandatory Site Visit

It is mandatory that the Bidder or its representative visits the work site.

Arrangements have been made for the site visit, which will take place on **August 25, 2020, at 10:00 a.m.** at the following address : Correctional Service of Canada, Joliette Institution: 400, Marsolais, Joliette (Quebec) J6E 8V4.

For the site visit, wearing a mask is mandatory.

Bidders that will attend the site visit need to confirm their participation by providing the name of the person attending the site visit and their "Request to Access a Federal Institution" form, **by e-mail at [Manon.Tremblay@csc-scc.gc.ca](mailto:Manon.Tremblay@csc-scc.gc.ca), no later than August 18, 2020**. When he present himself to the site visit, the Contractor must ensure that he has a proof of identity in his possession.

Bidders that do not confirm their attendance and do not provide the name(s) of the person(s) attending the site visit will be denied access to the site. Bidders will be requested to sign an attendance form. **No further appointments will be given to bidders who will not attend the site visit or send a representative.**



## **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**;

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, the [Policy on Green Procurement](#). 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 D - Proposed Basis of Payment. The total amount of Applicable Taxes must be shown separately.

See Annex D – 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 F – 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 offer will be evaluated in Canadian dollars, Applicable Taxes are excluded, FOB destination, Canadian customs and excise taxes are 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(s) in the relevant table in **Annex D – 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 and meet the mandatory technical criteria to be declared responsive. The responsive bid with the lowest evaluated total bid price will be recommended for the award of the Contract.

Please note that, for evaluation purposes, the total bid price will be calculated by adding the all-inclusive firm unit prices and hourly rates for the duration of the Contract and the option years.

In the event of a tie regarding the lowest evaluated total bid price, the Contract will be awarded to the bidder with the most experience in snow removal (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](#). 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 website](#).

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 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](#) (2020-05-28), 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 **November 1<sup>st</sup>, 2020 to October 31<sup>st</sup>, 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 **three (3) 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 purposes 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  
Contracting and Material Services

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

Telephone: 450-661-9550, ext. 3953  
Facsimile: 450-664-6626  
E-mail address: [Gabrielle.St-HilaireCastonguay@csc-scc.gc.ca](mailto: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: \_\_\_\_\_  
Title: \_\_\_\_\_  
Correctional Service Canada  
Branch/Directorate: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

**5.3 Contractor's Representative** *(to be completed by the bidder)*

The Authorized Contractor's Representative is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
E-mail address: \_\_\_\_\_



## 6. Payment

### 6.1 Basis of Payment

Payments will be made in accordance with Annex D – 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 is it 75% committed, or
- b. four (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

### 6.3 Payment terms

For the firm portion of the Contract, the Contractor will be reimbursed in **four (4) equal payments**.

The **first three (3) payments** will be made consecutively no later than the last day of **December, January and February**. The **fourth (4<sup>th</sup>) and final payment** will be made after the final inspection of the site, **no later than April 30**, provided there are no claims against the Contractor.

**The services included in the variable part of the Contractor must be invoiced separately from those included in the firm part.**

Canada will pay the Contractor in accordance with the above payment terms if:

- a. an accurate and complete invoice and any other document required by the Contract have been submitted in accordance with the invoicing instructions in the Contract;
- b. all such document have been verified by Canada;
- c. the Work delivered 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 – Contract

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

- (a) MasterCard Acquisition Card;
- (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 Request / Revisions** ” CSC / SCC 1400-03 (R-2014-06) form, must be sent to [GEN-QUE307Fournisseurs@CSC-SCC.GC.CA](mailto: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.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract.

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](#) (2020-05-28), Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, CSC Security Requirements;
- (e) Annex C, Plan of the Institution;
- (f) Annex D, Basis of Payment;
- (g) Annex E, Insurance Requirements;
- (h) the Contractor's bid dated \_\_\_\_\_ (*will be completed at 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 E. 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, representatives, 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 on the [CSC website](#) 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 themselves 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 [the Office of the Procurement Ombudsman email address](#), or by web at [the Office of the Procurement Ombudsman website](#).

### **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 [the Office of the Procurement Ombudsman email address](#), by telephone at 1-866-734-5169, or by web at the Office of the Procurement Ombudsman website.

## 21. Privacy

The Contractor acknowledges that Canada is bound by the Privacy Act, R.S.C. 1985, c. P-21, with respect to the protection of personal information as defined in that Act. The Contractor shall keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract, and shall not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract.

All such personal information is the property of Canada, and the Contractor shall have no right in or to that information. The Contractor shall deliver to Canada all such personal information in whatever form, including all copies, drafts, working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to this Contract, upon the completion or termination of the Contract, or at such earlier time as the Minister may request. Upon delivery of the personal information to Canada, the Contractor shall have no right to retain that information in any form and shall ensure that no record of the personal information remains in the Contractor's possession.

## 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: 2019-01](#) of the Treasury Board Secretariat of Canada.

## 23. Information Guide for Contractors

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



## ANNEX A – Statement of Work

### 1. PURPOSE

The following specifications are set out as part of the project to define the locations, method and approach to removing snow from the institution and to identify the expected results.

### 2. SCOPE OF THE WORK

#### 2.1 General

**A)** The contract applies to the locations, roads, entrances, parking lots, etc., that are indicated in the plan attached as an appendix to these specifications.

**B)** The areas shown on the plan are provided for information purposes only and the surfaces must be verified on site by the contractor before submitting its bid. No additional claims aimed at establishing that the plans showed a smaller surface than the location measurements will be accepted after the contract is awarded.

**C)** Snow must be completely removed, in accordance with the contract.

**D)** Snow removal work inside the security barriers and fences must be carried out between 08:00 and 16:30 hours every day of the week (7 days).

**Note:** The service **may be required** in the evening or at night, on call by the officer in charge of the institution.

These restrictions do not apply to work outside of the penitentiary's security fences.

The contractor must ensure that no more than five (5) cm of snow or ice accumulates on entrance walkways and roads.

**E)** During a snowfall, snow clearing equipment must be spread out so as to cover the largest area possible. The contractor must use all the equipment necessary to quickly clear the snow, to ensure that vehicle traffic can continue, while not neglecting snow clearing in the other areas specified in the contract.

**F) SNOWBANKS:** All snow piles must be removed after each snowfall in the areas identified in the plan (outside dumping area to the west (1), in the dumping area to the northeast (2) and in the identified dumping areas (3). The contractor must ensure that it does not create mounds of snow that could adversely affect the security of the institution. Therefore, the contractor must spread out the snow mounds as they accumulate. The contractor must level snow banks as required or as necessary, to ensure that the height of the mounds does not exceed 36" (36 inches), thus ensuring a perfect field of vision at road intersections, and allowing for road access and not jeopardizing the security of the institution.

**G) ACCUMULATION:** The contractor is authorized to perform snow blowing in the dumping areas and wastelands used for that purpose. Snow must not be blown or piled up near road signs or fire hydrants, so that visibility and access to them is not impeded. Snow must not be directed at buildings. In the restricted accumulation areas, mounds must never exceed the limit set out in 2.2.

**H) BLOWING SNOW:** When there is blowing snow, even without precipitation, the contractor must ensure that roads, pedestrian entrance walkways, parking lots and other designated locations remain clear and that there is no more than five (5) centimetres of accumulation, so that vehicles and pedestrians can move about normally. The contractor will not receive any additional payment for this work.



**I) MARKERS:** Before the first snowfall, the contractor must mark the surfaces to be cleared of snow and identify fire hydrants and any other items that must be protected. The contractor must also protect the shrubbery in the auxiliary dumping area (3). This work must be approved and carried out to the satisfaction of the Chief, Facilities Management or the Chief's substitute. The use of markers inside the security fences must be kept to a minimum. They must be constructed so they cannot be used as edged weapons, shells, clubs, etc. The construction and installation of markers must in no way impair the security of the institution. A design proposal must be approved by the institution before the contract takes effect. No restrictions are required for markers used outside the security fences.

**J) ROOFS:** After a significant snowfall or snow accumulation, removing the snow load from roofs may be required at the request of the institutional representative. A team of at least six (6) labourers must be made available to clear snow from roofs. The contractor must provide the required snow scoops and the institution could provide caterpillar snow blowers to safely direct the snow off the roofs.

**K) ON-CALL WORK:** Some snow clearing work other than that specified previously may occasionally be required at the request of the institution, depending on the operational needs of the institution. For one-time snow clearing requests in areas A and B, the contractor will be reimbursed in accordance with the applicable rates in the Basis for Payment.

## 2.2 General provisions

### a) During a snowfall or snowstorm in area C:

Once five (5) cm have accumulated on the ground, the contractor must ensure that snow is cleared from the areas specified in the plan in the appendix and ensure that the maximum snow accumulation is not exceeded throughout the snowfall.

### b) Timeframes for snow clearing after snowfalls, snowstorms, and blowing snow:

The contractor must clear and remove the snow in area C within no more than four (4) hours.

### c) Loading and transport:

In authorized dumping areas, the snow must be blown far enough to the sides of roads and shoulders so that snowbanks do not contravene traffic regulations and institutional security, and that fire hydrants or water intakes and road signs are visible.

**Note: Snow must be blown to a minimum height of 10' (ten feet) so as not to trigger the fence alarms. Blowing snow through fences is strictly prohibited.**

**- All snow mounds must be more than ten (10) metres from any building or fence.**

In snow clearing area C, from where the snow must be transported, the contractor must mechanically load the snow piled up on streets, pedestrian entrance walkways, parking lots, driveways, etc., and transport it in dump trucks to the outside dumping area, as indicated in the plans. If that prescribed dumping area is filled to capacity and with the prior approval of the Chief, Facilities Management or the Chief's representative, the contractor must dispose of the snow off site. It must be transported to a location approved by the Quebec Ministère de l'environnement, and in compliance with municipal regulations governing such disposal.

Disposal of snow that must be transported off site will be reimbursed in accordance with the terms of the Basis of Payment. Weigh scale bonds must be provided.



The dumping area located to the northeast cannot be used to accumulate snow brought from areas inside the perimeter.

d) Application:

**Whenever necessary, or at the request of the institution representative**, to prevent ice formation or in anticipation of random snowfalls, the contractor must apply salt or other approved mixtures that comply with environmental standards in the designated areas. When the temperature is too low and salt becomes ineffective for de-icing, the contractor must apply 1/8" topsize stone to make entrances less slippery.

The supply, transportation and application of these materials must be **included in the base price per square metre of the Basis of Payment.**

e) Abrasive and snow-melting mixtures

ABRASIVE MIXTURE; 1/8" TOPSIZE: The contractor must use the mixture for the main outside road, the southwest and northwest parking lots, and the road located inside the perimeter.

Snow-melting mixture: Pedestrian entrance walkways **must be sprinkled with salt with a low calcium content.** The contractor may suggest alternative products, but these must be approved by the Chief, Facilities Management before use.

**2.3 Work included in binding parts of the contract**

- a) Snow clearing during a snowfall or snowstorm.
- b) Snow clearing and removal immediately after a snowfall or snowstorm.
- c) Clearing snow from all roads and parking lots, the main barrier, the two main north and south entrances and the warehouse ramp area and platform, in accordance with the snow clearing plan provided in the appendix.
- d) Clearing of snow from fire hydrants so they are accessible at all times.
- e) Clearing of snow from road signs so they are visible at all times.
- f) Loading and transportation of snow piled up in the northwest dumping area, identified in the plan in the appendix (if necessary).
- g) Supply and application of snow-melting materials (roads, pedestrian entrance walkways, parking lots, roads and paths and perimeter path inside the fences).
- h) Provision of up to 34 bins, belonging to the institution, with a 1,000-pound capacity each (abrasive mixture, salt with low calcium content and with 1/8" topsize stone, 50/50). The contractor must ensure that these 34 bins are filled at the beginning of the season. The mixture must be dry and of suitable quality (dry, un-moistened mixture). In the fall, the contractor must move and place the contents of the 34 bins in the areas designated by the Chief, Facilities Management or the Chief's representative, and in the spring, store them in the institutional storage area
- i) The provision, installation and removal (in the spring) of shrubbery protection items in the auxiliary dumping area (3).
- j) The provision, installation and removal (in the spring) of posts, marking and signage equipment used in the snow clearing contract.



- k) Cleaning and melting surface water from evacuation network manholes, to allow for proper snow melt without water accumulation.
- l) **In the spring, using a mechanical sweeper, cleaning** all parking lot roads, entrances and walkways to remove particles of sand, stone and salt spread over the course of the winter.

### 3. EQUIPMENT

#### 3.1 Required equipment

Sufficient machinery must be provided to allow the contractor to promptly and effectively carry out the work stipulated in the contract.

#### 3.2 List of equipment

Before signing the contract, the contractor must provide a complete list of the machinery it plans to use to fulfill the contract.

#### 3.3 Equipment inspection

For equipment whose date of manufacture goes back more than ten (10) years, the contractor must provide an inspection report from a competent authority attesting to the good condition of the machinery that will be used for the contract, before the date that the contract takes effect or is renewed. Failure to submit the required document(s) will automatically lead to non-renewal of the contract.

#### 3.4 Specifications

All machinery used to fulfill the contract must be in good condition and in working order to ensure that the work can be carried out satisfactorily.

The contractor must replace any defective machinery as soon as possible, in order to meet the contract fulfillment deadlines.

#### 3.5 Special requirements

- a) The contractor must be able, at any time during the life of the contract, to provide at least heavy machinery, labour and the following equipment to carry out the snow clearing work:

- Snow blower, at least (2 m wide X 1.25 m high);
- Bucket loader, at least (2.5 m wide X 1.8 m high);
- Truck equipped with sand, stone or salt spreader;
- Mini snow blower, at least (12 HP)
- Scrapers, scoops
- Dump truck (10 wheels)
- Equipment required for properly spreading the snow-melting mixture in entrances and on walkways.

b) **The contractor** must rent any additional required machinery, implements or equipment if the contractor does not personally possess them, at no additional cost to Correctional Service Canada. It will proceed in the same way in the event of failure of the equipment provided.

c) At all times during the life of the contract, the contractor is responsible for maintenance and repairs and for providing the fuel required for the proper functioning of its machinery, implements and equipment.



#### **4. AVAILABILITY OF EQUIPMENT AND PERSONNEL DURING THE WORK PERIOD**

- 4.1 For the duration of the contract, the contractor must have a representative available 24 hours a day, 7 days a week, who can be reached for snow clearing or removal. Also, a team with the required equipment must be mobilized and ready to undertake snow clearing work within an hour of the service call.
- 4.2 The contractor must begin the work of snow removal within one (1) hour, and continue the work until its completion, each time a snowfall or snowstorm requires its personnel and equipment, including on Sundays and holidays. **Once the snowfall has ended, snow clearing of the entire site must be completed within four (4) hours.**
- 4.3 **The contractor** commits to providing whatever additional labour, tools, machinery and equipment are required during significant precipitation, to comply with the fulfillment deadlines of the contract.
- 4.4 As soon as one or more snowfalls reach at least five (5) centimetres, the contractor is required to go to the institutional reserve to immediately undertake the work of snow clearing and removal.
- 4.5 As a general rule, snow clearing or removal after a snowfall or snowstorm should take no more than four (4) hours.
- 4.6 CSC (Joliette Institution) reserves the right to rent or use the necessary labour and equipment to compensate for any failure by the contractor to fulfill the terms of the contract. The fees reasonably incurred by CSC to compensate for the contractor's failure will be billed to the contractor.
- 4.7 When storms or periods of snow or freezing rain reach the accumulation quantities specified above, the contractor must proceed with clearing roads and pedestrian entrance walkways (including de-icing) **BEFORE THE INSTITUTION'S SHIFT CHANGES** at 7:30, 15:30 and 19:15.

#### **5. INSURANCE AND LIABILITY**

- 5.1 The contractor will be held legally responsible for damage caused during its snow clearing operations to surrounding structures, such as fences, walls, walkways, streetlights, boundaries, natural gas pipes, etc.

#### **6. CONTRACT SUPERVISION**

- 6.1 The contractor must ensure its machinery is adequately supervised while it is in use at the site, due to the security risk associated with a correctional environment.
- 6.2 The institution's Chief, Facilities Management, will be the person responsible for everything that relates to the snow clearing contract, and serving as liaison for anything connected to snow clearing and removal.
- 6.3 On weekends and after 16:30 on weekday evenings, the person in charge of the institution, the duty officer, will be the person with the authority to coordinate activities that relate to the snow clearing contract.

#### **7. ATTENDANCE RECORD**

The institution will keep an attendance register for noting arrival and departure times. It will be up to the contractor and its labourers, through their signatures, to report to the person in charge





of the institution all information relating to arrivals and departures on the day on which the snow clearing is to be carried out.

The following information must be recorded at the institutional control post:

- a) Arrival time;
- b) Departure time;
- c) The name of the individuals working on snow clearing;

## **8. SITE EXAMINATION**

**8.1** After the contract is awarded and before the beginning of the winter season, the contractor, together with the institution's representative(s), must inspect all road surfaces, parking lots, walkway curbs, fire hydrants, road signs, fences, gravel and grass surfaces, landscaping, sites, dumping areas, etc. to avoid any disagreements related to damages caused to the property.

**8.2** A similar inspection will be carried out immediately after the end of the winter season, at the beginning of May. The contractor will be held responsible for any damage caused to CSC property by its machinery or tradespeople. CSC reserves the right to have repairs carried out by a specialized contractor of its choice.

## **9. SECURITY REQUIREMENTS**

### **9.1 Work on the institution site**

The contractor is required to submit to the institution's Coordinator, Correctional Operations the name, address and date of birth of all individuals in its employ and of its sub-contractors who are required to work on the institutional reserve. These individuals must satisfy the security check in order to comply with CSC's security clauses and requirements.

The Institutional Head will have the right to refuse entry to the institutional reserve to any of these individuals. The refusal shall apply when the Institutional Head has reason to believe that the presence of the individual(s) on the site may pose a risk to the security of the institution.

Work inside the security fences must be carried out under escort by an officer of the institution.

### **9.2 Tools and implements**

As part of this contract, the contractor must not leave any tools or implements at the site outside of, or at the end of, the periods reserved for snow clearing.

During snow clearing, tools must not be left unattended. If the contractor wishes to leave small tools and implements at the site, the contractor must provide a list of the tools and implements and their dimensions and characteristics, and ensure that the prior authorization of the Institutional Head is obtained.

Correctional Service Canada will not be liable for any of the contractor's equipment that is stored or left on site or for any resultant actions or incidents.



### 9.3 Access

The Institutional Head may restrict or deny access to any part or area of the institution. The Institutional Head may require that in certain locations or in certain circumstances, none of the contractor's employees may be admitted, unless escorted by a CSC representative.

The contractor must comply with all institutional security requirements and cooperate with the authorities on site.

### 9.4 Cooperation

For its part, the Institutional Head will ensure that the contractor and its representatives are granted all reasonable freedom of action to diligently and skillfully execute their work.

### 9.5 CORRECTIONAL SERVICE CANADA SECURITY CLAUSES AND REGULATIONS

The contractor must be aware of and inform its employees or subcontractors of the CSC regulations described below:

The contractor and its staff must familiarize themselves with and comply with the “**CSC Security Requirements**” in annex.



**ANNEX B – CSC Security Requirements**

**(See PDF document here attached)**  
“CSC SECURITY REQUIREMENT”



**ANNEX C – Plan of the Institution**

**(See PDF document here attached)**  
“PLAN OF THE INSTITUTION”



**ANNEX D – Proposed Basis of Payment**

**1. 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 unit prices and hourly rates below in the performance of this Contract, Applicable Taxes extra.

- The base price will apply **regardless of the number of centimetres** of precipitations.
- The price include the work of clearing roads, parking lots and walkways in the spring, as described in the specifications.
- The price include the installation in the fall and removal in the spring of posts, bins and marking/ signage equipment used in the snow removal contract.

**FIXED PERIOD:** From November 1<sup>st</sup>, 2020 until October 31<sup>st</sup>, 2021

**FIRM PART:**

For the snow removal and application of abrasive materials work on roads, walkways and parking lot identified in the Statement of Work and on the annexed plan (ZONE C), totalling **10,61 square metres**, the Contractor will be reimbursed the firm all-inclusive **base price per square metre**, indicated in the following table.

Item	Description	Unit of Measure	Unit Price	Quantity	Total
1.	<b>Snow removal</b> , including the clearing, application of abrasive materials and cleaning work, as described in Annex A, Statement of Work.	M <sup>2</sup>	\$ _____	10,601	\$ _____
<b>Total firm part – fixed period :</b>					<b>_____ \$</b>

**VARIABLE PART:**

Item	Description	Unit of Measure	Unit Price	Estimated Quantity	Total
<b>2. Rental of Equipment</b>					
2.1	Hourly rate for the <b>rental of a snow blower</b> (minimum of 2M W X 1.25M H) <b>including the operator.</b>	Hour	\$ _____	40	\$ _____
2.2	Hourly rate for the <b>rental of a bucket loader</b> (minimum of 2,5M W X 1.8M H) <b>including the operator.</b>	Hour	\$ _____	40	\$ _____
2.3	Hourly rate for the <b>rental of a mini snow blower</b> (minimum of 12 H.P.) <b>including the operator.</b>	Hour	\$ _____	40	\$ _____
2.4	Hourly rate for the <b>rental of a truck / salt and sand spreader, including the operator.</b>	Hour	\$ _____	40	\$ _____



2.5	Hourly rate for the <b>rental of a dump truck (10 wheels) including the operator.</b>	Hour	\$ _____	80	\$ _____
2.6	Hourly rate for a <b>labourer</b> for snow scoop services and roof clearing.	Hour	\$ _____	120	\$ _____
<b>3. Supply of aggregate</b>					
3.1	Supply of <b>1/8" topsize stone</b>	Metric tonne	\$ _____	15	\$ _____
3.2	Supply of <b>low calcium content salt</b>	Metric tonne	\$ _____	15	\$ _____
3.3	Supply of <b>salt</b>	Metric tonne	\$ _____	15	\$ _____
<b>4. Disposal of snow</b>					
4.1	<b>Disposal of snow</b> that must be transported off the perimeter of the institution.	Metric tonne	\$ _____	15	\$ _____
<b>Total variable part – Fixed period :</b>					_____ \$

**Hourly rates:**

ONLY those services actually rendered shall be paid for. Hourly rates apply to on-site productive work time, which includes but is not limited to mobilization, demobilization and clean-up. Hourly rates do not apply to meal times and unauthorized breaks. No payment shall be made for travel time to the site. In other words, time paid must be calculated based on arrival and departure times at the institution.

**Expenses:**

ONLY those expenses invoiced at the above bid rate shall be paid. Bid rates include EVERYTHING that is necessary to perform the work, in accordance with expected services. This include, but is not limited to, administration fees and expenses; profit; transportation of labor, equipment and materials; and any other necessary service delivery expenses.



**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 unit prices and hourly rates, 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 November 1<sup>st</sup> 2021 to October 31<sup>st</sup>, 2022

**FIRM PART:**

For the snow removal and application of abrasive materials work on roads, walkways and parking lot identified in the Statement of Work and on the annexed plan (ZONE C), totalling **10,61 square metres**, the Contractor will be reimbursed the firm all-inclusive **base price per square metre**, indicated in the following table.

Item	Description	Unit of Measure	Unit Price	Quantity	Total
1.	<b>Snow removal</b> , including the clearing, application of abrasive materials and cleaning work, as described in Annex A, Statement of Work.	M <sup>2</sup>	\$ _____	10,601	\$ _____
<b>Total firm part – option 1 :</b>					_____ \$

**VARIABLE PART:**

Item	Description	Unit of Measure	Unit Price	Estimated Quantity	Total
<b>2. Rental of Equipment</b>					
2.1	Hourly rate for the <b>rental of a snow blower</b> (minimum of 2M W X 1.25M H) <b>including the operator.</b>	Hour	\$ _____	40	\$ _____
2.2	Hourly rate for the <b>rental of a bucket loader</b> (minimum of 2,5M W X 1.8M H) <b>including the operator.</b>	Hour	\$ _____	40	\$ _____
2.3	Hourly rate for the <b>rental of a mini snow blower</b> (minimum of 12 H.P.) <b>including the operator.</b>	Hour	\$ _____	40	\$ _____
2.4	Hourly rate for the <b>rental of a truck / salt and sand spreader, including the operator.</b>	Hour	\$ _____	40	\$ _____
2.5	Hourly rate for the <b>rental of a dump truck</b> (10 wheels) <b>including the operator.</b>	Hour	\$ _____	80	\$ _____
2.6	Hourly rate for a <b>labourer</b> for snow scoop services and roof clearing.	Hour	\$ _____	120	\$ _____
<b>3. Supply of aggregate</b>					
3.1	Supply of <b>1/8" topsize stone</b>	Metric tonne	\$ _____	15	\$ _____



3.2	Supply of <b>low calcium content salt</b>	Metric tonne	\$ _____	15	\$ _____
3.3	Supply of <b>salt</b>	Metric tonne	\$ _____	15	\$ _____
<b>4. Disposal of snow</b>					
4.1	<b>Disposal of snow</b> that must be transported off the perimeter of the institution.	Metric tonne	\$ _____	15	\$ _____
<b>Total variable part – option 1 :</b>					<b>_____ \$</b>

**Hourly rates:**

ONLY those services actually rendered shall be paid for. Hourly rates apply to on-site productive work time, which includes but is not limited to mobilization, demobilization and clean-up. Hourly rates do not apply to meal times and unauthorized breaks. No payment shall be made for travel time to the site. In other words, time paid must be calculated based on arrival and departure times at the institution.

**Expenses:**

ONLY those expenses invoiced at the above bid rate shall be paid. Bid rates include EVERYTHING that is necessary to perform the work, in accordance with expected services. This include, but is not limited to, administration fees and expenses; profit; transportation of labor, equipment and materials; and any other necessary service delivery expenses.

**OPTION 2:** From November 1<sup>st</sup> 2022 to October 31<sup>st</sup>, 2023

**FIRM PART:**

For the snow removal and application of abrasive materials work on roads, walkways and parking lot identified in the Statement of Work and on the annexed plan (ZONE C), totalling **10,61 square metres**, the Contractor will be reimbursed the firm all-inclusive **base price per square metre**, indicated in the following table.

Item	Description	Unit of Measure	Unit Price	Quantity	Total
1.	<b>Snow removal</b> , including the clearing, application of abrasive materials and cleaning work, as described in Annex A, Statement of Work.	M <sup>2</sup>	\$ _____	10,601	\$ _____
<b>Total firm part – option 2 :</b>					<b>_____ \$</b>

**VARIABLE PART:**

Item	Description	Unit of Measure	Unit Price	Estimated Quantity	Total
<b>2. Rental of Equipment</b>					
2.1	Hourly rate for the <b>rental of a snow blower</b> (minimum of 2M W X 1.25M H) <b>including the operator.</b>	Hour	\$ _____	40	\$ _____
2.2	Hourly rate for the <b>rental of a bucket loader</b> (minimum of 2,5M W X 1.8M H) <b>including the operator.</b>	Hour	\$ _____	40	\$ _____
2.3	Hourly rate for the <b>rental of a mini snow blower</b> (minimum of 12 H.P.) <b>including the operator.</b>	Hour	\$ _____	40	\$ _____
2.4	Hourly rate for the <b>rental of a truck / salt and sand spreader, including the operator.</b>	Hour	\$ _____	40	\$ _____





2.5	Hourly rate for the <b>rental of a dump truck (10 wheels) including the operator.</b>	Hour	\$ _____	80	\$ _____
2.6	Hourly rate for a <b>labourer</b> for snow scoop services and roof clearing.	Hour	\$ _____	120	\$ _____
<b>3. Supply of aggregate</b>					
3.1	Supply of <b>1/8" topsize stone</b>	Metric tonne	\$ _____	15	\$ _____
3.2	Supply of <b>low calcium content salt</b>	Metric tonne	\$ _____	15	\$ _____
3.3	Supply of <b>salt</b>	Metric tonne	\$ _____	15	\$ _____
<b>4. Disposal of snow</b>					
4.1	<b>Disposal of snow</b> that must be transported off the perimeter of the institution.	Metric tonne	\$ _____	15	\$ _____
<b>Total variable part – option 2 :</b>					_____ \$

**Hourly rates:**

ONLY those services actually rendered shall be paid for. Hourly rates apply to on-site productive work time, which includes but is not limited to mobilization, demobilization and clean-up. Hourly rates do not apply to meal times and unauthorized breaks. No payment shall be made for travel time to the site. In other words, time paid must be calculated based on arrival and departure times at the institution.

**Expenses:**

ONLY those expenses invoiced at the above bid rate shall be paid. Bid rates include EVERYTHING that is necessary to perform the work, in accordance with expected services. This include, but is not limited to, administration fees and expenses; profit; transportation of labor, equipment and materials; and any other necessary service delivery expenses.

**OPTION 3:** From November 1<sup>st</sup> 2023 to October 31<sup>st</sup>, 2024

**FIRM PART:**

For the snow removal and application of abrasive materials work on roads, walkways and parking lot identified in the Statement of Work and on the annexed plan (ZONE C), totalling **10,61 square metres**, the Contractor will be reimbursed the firm all-inclusive **base price per square metre**, indicated in the following table.

Item	Description	Unit of Measure	Unit Price	Quantity	Total
1.	<b>Snow removal</b> , including the clearing, application of abrasive materials and cleaning work, as described in Annex A, Statement of Work.	M <sup>2</sup>	\$ _____	10,601	\$ _____
<b>Total firm part – option 3 :</b>					_____ \$

**VARIABLE PART:**

Item	Description	Unit of Measure	Unit Price	Estimated Quantity	Total
<b>2. Rental of Equipment</b>					
2.1	Hourly rate for the <b>rental of a snow blower</b> (minimum of 2M W X 1.25M H) <b>including the operator.</b>	Hour	\$ _____	40	\$ _____
2.2	Hourly rate for the <b>rental of a bucket loader</b> (minimum of 2,5M W X 1.8M H) <b>including the operator.</b>	Hour	\$ _____	40	\$ _____



2.3	Hourly rate for the <b>rental of a mini snow blower</b> (minimum of 12 H.P.) <b>including the operator.</b>	Hour	\$ _____	40	\$ _____
2.4	Hourly rate for the <b>rental of a truck / salt and sand spreader, including the operator.</b>	Hour	\$ _____	40	\$ _____
2.5	Hourly rate for the <b>rental of a dump truck</b> (10 wheels) <b>including the operator.</b>	Hour	\$ _____	80	\$ _____
2.6	Hourly rate for a <b>labourer</b> for snow scoop services and roof clearing.	Hour	\$ _____	120	\$ _____
<b>3. Supply of aggregate</b>					
3.1	Supply of <b>1/8" topsize stone</b>	Metric tonne	\$ _____	15	\$ _____
3.2	Supply of <b>low calcium content salt</b>	Metric tonne	\$ _____	15	\$ _____
3.3	Supply of <b>salt</b>	Metric tonne	\$ _____	15	\$ _____
<b>4. Disposal of snow</b>					
4.1	<b>Disposal of snow</b> that must be transported off the perimeter of the institution.	Metric tonne	\$ _____	15	\$ _____
<b>Total variable part – option 3 :</b>					<b>_____ \$</b>

**Hourly rates:**

ONLY those services actually rendered shall be paid for. Hourly rates apply to on-site productive work time, which includes but is not limited to mobilization, demobilization and clean-up. Hourly rates do not apply to meal times and unauthorized breaks. No payment shall be made for travel time to the site. In other words, time paid must be calculated based on arrival and departure times at the institution.

**Expenses:**

ONLY those expenses invoiced at the above bid rate shall be paid. Bid rates include EVERYTHING that is necessary to perform the work, in accordance with expected services. This include, but is not limited to, administration fees and expenses; profit; transportation of labor, equipment and materials; and any other necessary service delivery expenses.

**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. Electronic Payment of Invoices – Bid** *(to be completed by the bidder)*

Canada requests that Bidders complete option 1 or 2 below:

- 1. ( ) Electronic Payment Instruments will be accepted for payment of invoices.

The following Electronic Payment Instrument(s) are accepted:

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

- 2.( ) Electronic Payment Instruments will not be accepted for payment of invoices.

The Bidder is not obligated to accept payment by Electronic Payment Instruments.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.



## 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.
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.
  - n.
  - o. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.



Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

*Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8*

**For other provinces and territories, send to:**

*Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.



## ANNEX F – 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 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.



**Mandatory Technical Criteria**

The Contractor must provide the information below, attesting that he possesses the equipment required to carry out the snow clearing work.

**For the equipment described in M1, M2, M3 and M7 whose date of manufacture goes back to more than ten (10) years, the Contractor must provide an inspection certificate at the bid submission, attesting that the machinery is in good condition.**

Mandatory technical criterion	LIST OF EQUIPMENT REQUIRED (have at least the following machines)	BRAND	YEAR	CAPACITY	SERIAL NUMBER	REGISTRATION CERTIFICATE NUMBER
M1	One (1) snow blower of at least 2 metres wide X 1.25 metres high.					
M2	One (1) bucket loader of at least 2.5 metres wide X 1.8 metres high.					
M3	One (1) truck equipped with a spreader for sand, stone or salt.					
M4	Two (2) mini snow blowers with at least 12 HP					
M5	Twelve (12) snow scrapers, of at least 21 inches			N/A	N/A	N/A
M6	Twelve (12) snow scoops, of at least 24 inches			N/A	N/A	N/A
M7	One (1) dump truck, 10 wheels, with a minimum capacity of 16 metric tonnes.					

The serial numbers and registration certificate numbers will only be used for security reasons to identify equipment belonging to the Contractor.

**N.B.** Failure to comply with the mandatory technical criteria above mentioned during the period of the contract and the option years may result in the termination of the contract for default by the Contractor.



## **ANNEX G – Request to Access a Federal Institution**

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