



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

VIA EMAIL TO :

bidsubmissions.GEN-NHQContracting@CSC-SCC.GC.CA

ATTENTION : Claudette Chabot

REQUEST FOR A STANDING OFFER
DEMANDE D'OFFRE À COMMANDES

Regional Master Standing Offer (RMSO)
Offre à commandes maître régionale (OCMR)

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

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

Comments — Commentaires :

Vendor/Firm Name and Address —

Raison sociale et adresse du fournisseur/de l'entrepreneur :

Telephone # — N° de Téléphone :

Fax # — No de télécopieur :

Email / Courriel : _____

GST # or SIN or Business # — N° de TPS
ou NAS ou N° d'entreprise :

Title — Sujet: Waste Removal Services	
Solicitation No. — N° de l'invitation 21C10-19-3044433-A	Date: November 20, 2020
Client Reference No. — N° de Référence du Client 21C10-19-3044433-A	
GETS Reference No. — N° de Référence de SEAG 21C10-19-3044433-A	
Solicitation Closes — L'invitation prend fin at / à : 14 :00 CST On / Le : December 7, 2020 / le 7 décembre, 2020	Time Zone Fuseau horaire CST Heure normale du centre
Delivery Required — Liv raison exigée : See herein – Voir aux présentes	
F.O.B. — F.A.B. Plant – Usine: Destination: Other-Autre:	
Address Enquiries to — Soumettre toutes questions à: Claudette Chabot – Claudette.Chabot@csc-scc.gc.ca	
Telephone No. – N° de téléphone: 639-317-8547	Fax No. – N° de télécopieur:
Destination of Goods, Services and Construction: Destination des biens, services et construction: Multiple as per call-up Multiples, selon la commande subséquente.	
Security – Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas de dispositions en matière de sécurité.	

Instructions: See Herein
Instructions : Voir aux présentes

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



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PART 1 - GENERAL INFORMATION

1. Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:

 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

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

2. Summary

- (i) The Correctional Service of Canada (CSC) – CORCAN has a requirement to provide Waste Removal Services for Construction, Demolition and/or Manufacturing waste at various locations.

Objective: To provide scheduled and/or nonscheduled (on demand) Waste Removal services of Construction, Demolition and/or Manufacturing waste for various CSC CORCAN locations listed below:

STREAM 1 – Atlantic Region - Springhill Institution, Springhill Nova Scotia

STREAM 2 – Atlantic Region - Dorchester Institution, Dorchester New Brunswick

STREAM 3 – Atlantic Region - CORCAN Community Industry building, Moncton New Brunswick

STREAM 4 – Ontario Region - Various Institutions and location(s) in the Kingston Ontario area (Kingston Warehouse, Bath Institution, Collins Bay Institutions, Joyceville Institution and Warkworth Institution).

STREAM 5 – Prairie Region - Stony Mountain Institution, Stony Mountain Manitoba

STREAM 6 – Québec Region - CORCAN Construction, Ste-Anne-des-plaines Québec, and CORCAN Construction, Laval Québec



NOTE: CSC - CORCAN Construction Managers may require unscheduled waste removal services (On Demand) for a location not specified herein, located up to a maximum of 200 km from the Contractor's place of business.

- The Identified Users authorized to make call-ups against the Standing Offer is:

Correctional Service of Canada (CSC) – CORCAN Construction and/or Manufacturing managers in the various regions.
- The period for making call-ups against the Standing Offer is from Standing Offer award to January 31, 2022, with the option to renew for three (3) additional one-year periods.

(ii) This procurement is subject to the provisions of the Canadian Free Trade Agreement (CFTA), World Trade Organisation-Agreement on Government Procurement (WTO-AGP), Canada Korea Trade Agreement (CKTA), Canada Ukraine Free Trade Agreement (CUFTA), Canada free trade agreements with Chile/Colombia/Honduras/Panama, Canada-Peru Free Trade Agreement, Canada-European Union Comprehensive Economic and Trade Agreement (CETA), Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP).

3. Revision of Departmental Name

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

4. Debriefings

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

5. Procurement Ombudsman

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

6. Multiple Standing Offers

CSC may award up to a maximum of six (6) Standing Offer, one (1) for each STREAM 1 to 6, identified below as a result of this solicitation.

Bidders may submit a bid for one or multiple STREAMS. However, bidders submitting a bid for multiple STREAMS must be able to provide waste removal services to all the institutional site(s) listed within the STREAMS for which they are submitting a bid.

STREAM 1 -

CSC Institution – Atlantic Region
--



<p>1. Springhill Institution (Medium Security Facility) 330 McGee Street Springhill Nova Scotia B0M 1X0</p>

STREAM 2 -

<p>CSC Institution – Atlantic Region</p>
<p>1. Dorchester Institution (Medium Security Facility) 4902 Main Street Dorchester, New Brunswick E4K 2Y9</p>
<p>2. Dorchester Institution (Minimum Security Facility) 4902A Main Street Dorchester, New Brunswick E4K 2Y9</p>

STREAM 3 -

<p>CSC Location – Atlantic Region</p>
<p>1. CORCAN Community Industries Building 310 Baig Blvd Moncton New Brunswick E1E 1C8</p>

STREAM 4 –

<p>CSC Institution – Various Ontario Region</p>
<p>1. CSC CORCAN Warehouse 1484 Centennial Dr. Kingston ON</p>
<p>2. Bath Institution (Medium Security Facility) 5775 Bath Road P.O. Box 1500 Bath ON K0H 1G0</p>
<p>3. Collins Bay Institution (Medium Security Facility) 1455 Bath Rd P.O. Box 190 Kingston ON K7L 4V9</p>
<p>4. Collins Bay Institution (Minimum Security Facility) 1455 Bath Rd P.O. Box 7500 Bath ON K7L 5E6</p>
<p>5. Joyceville Institution (Minimum Security Facility)</p>



Hwy 15 P.O. Box 4510 Kingston ON K7L 4X9
6. Warkworth Institution (Medium Security Facility) County Rd #29 P.O. Box 760 Campbellford ON K0L 1K0

STREAM 5 –

CSC Institution – Prairie Region
1. Stony Mountain Institution (Medium Security Facility) Building C5 Highway #7 North at Stony Mountain Stony Mountain, MB R0C 3A0
2. Stony Mountain Institution (Minimum Security Facility) Building F75 Highway #7 North at Stony Mountain Stony Mountain, MB R0C 3A0

STREAM 6 –

CSC Institution – Québec Region
1. CSC CORCAN Construction 246 Montée Gagnon Ste-Anne-des-Plaines, QC J0N 1H0
2. CSC CORCAN Construction 190 Montée Saint-François Laval, QC H7C 1S5

NOTE: CSC - CORCAN Construction Managers may require unscheduled waste removal services (On Demand) for a location not specified herein, located up to a maximum of 200 km from the Contractor’s place of business.



PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

The 2006 (2020-05-28) Standard Instructions - Request for Standing Offer - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

2. Submission of Offers

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

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

3. Former Public Servant

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

Definitions

For the purposes of this clause,

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

- 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 Offeror a FPS in receipt of a pension? **YES () NO ()**

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

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

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

Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

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



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

4. Enquiries - Request for Standing Offer

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

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

5. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Nova Scotia, New Brunswick, Ontario, Québec or Manitoba.

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



PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

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

Section I: Technical Offer: **one (1) soft copy**

Section II: Financial Offer: **one (1) soft copy**

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

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

Offerors are requested to submit their Financial Offer in a separate document from their technical offer.

Section I: Technical Offer

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

Section II: Financial Offer

Offerors **must** submit their financial offer **in accordance with Annex B - Basis of Payment and Appendix B1 – Basis of Payment (separate attached document)**. The total amount of Applicable Taxes must be shown separately.

Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a) () Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the Standing Offer.

The following credit card(s) are accepted:

Master Card _____

- (b) () Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the Standing Offer.

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

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

Section III: Certifications

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



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1. Technical Evaluation

1.1.1 Mandatory Technical Criteria

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

1.2 Financial Evaluation

SACC Manual Clause M0220T (2016-01-28), Evaluation of Price - Bid

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

2. Basis of Selection

2.1 Basis of Selection – Mandatory Technical Criteria Only

A separate evaluation will be conducted for each stream.

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria (M1 to M3 in Annex E – Mandatory Technical Criteria) to be declared responsive. The responsive offer with the lowest evaluated price in each identified stream will be recommended for issuance of a standing offer.

In the case of a tie, the bid received first by email by the date and time meeting all the requirements with the lowest evaluated price will be deemed the successful bidder for standing offer award.



PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a Standing Offer.

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

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

1. Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

1.1 Integrity Provisions – Declaration of Convicted Offenses

- A) Subject to subsection B, by submitting an offer in response to this request for standing offer (RFSO), the Offeror certifies that:
- i. it has read and understands the Ineligibility and Suspension Policy;
 - ii. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
 - iii. it is aware that Canada may request additional information, certifications, and validations from the Offeror or a third party for purposes of making a determination of ineligibility or suspension;
 - iv. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offenses in the Policy;
 - v. none of the domestic criminal offenses, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and proposed first tier subcontractors; and
 - vi. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
- B) Where an Offeror is unable to provide any of the certifications required by subsection A, it must submit with its offer the completed Integrity Declaration Form (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>). Offerors must submit this form to Correctional Service of Canada with their offer.

1.2 Integrity Provisions – Required documentation

List of names: all Offerors, regardless of their status under the Ineligibility and Suspension Policy, must submit the following information:



- i. Offerors that are corporate entities, including those submitting an offer as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- ii. Offerors submitting an offer as sole proprietors, including sole proprietors submitting an offer as joint ventures, must provide a complete list of the names of all owners; or
- iii. Offerors that are a partnership do not need to provide a list of names.

List of Names:

_____	_____
_____	_____
_____	_____
_____	_____

OR

- The Offeror is a partnership

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

1.3 Federal Contractors Program for Employment Equity – Standing Offer Certification

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

Canada will have the right to declare an offer non-responsive or to set aside a Standing Offer if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

1.4 Language Requirements –

- STREAM 1** – For Springhill Institution, the contractor must perform all work in English.
- STREAM 2** – For Dorchester Institutions, the contractor must perform all work in English or French.
- STREAM 3** – For Community Industries building, the contractor must perform all work in English or French
- STREAM 4** – For the Kingston area institutions, the contractor must perform all work in English.
- STREAM 5** – For the Stony Mountain Institutions, the contractor must perform all work in English.
- STREAM 6** – For the Québec region institutions, the contractor must perform all work in French.

1.5 Education and Experience

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

1.6 Certification:

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



PART 6 - INSURANCE REQUIREMENTS

1. Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a Standing Offer as a result of the request for Standing Offer, can be insured in accordance with the Insurance Requirements specified in Annex D.

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



PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

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

2. Security Requirement

2.1 NO SECURITY REQUIREMENT EXISTS

- Contractor/Offeror will be escorted at all times during the performance of this contract. Access to PROTECTED information or assets is not permitted.
- Use of CPIC is prohibited.

2.2 INSTITUTIONAL ACCESS REQUIREMENTS

- NIL security screening required as there is no access to sensitive information or assets. Contractor personnel will be escorted at all times by Correctional Service Canada personnel or those authorized by CSC on its behalf. CSC has developed very stringent internal policies to ensure that the security of institutional operations is not compromised.
- Contractor personnel must adhere to institutional requirements for the conduct of searches by Correctional Service Canada, prior to admittance to the institution/site. Correctional Service Canada reserves the right to deny access to any institution/site or part thereof of any Contractor personnel, at any time.

3. Standard Clauses and Conditions

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

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

3.1 General Conditions

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

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from Standing Offer award to January 31, 2022.

4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional three (3), one (1) year periods, under the same conditions and at the rates or prices specified in the



Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Claudette Chabot
Title: Senior Contracting Offer
Correctional Service of Canada
NHQ Contracting and Materiel Services
Telephone: 639-317-8547
E-mail address: Claudette.Chabot@csc-scc.gc.ca

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

5.2 Project Authority

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

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

5.3 Offeror's Representative

(Fill in or delete, as applicable).

6. 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.

7. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is:

Correctional Service of Canada (CSC) – CORCAN Construction and/or Manufacturing managers in the various regions.

8. Call-up Instrument

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



9. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$_____ (insert total individual call-up limitation) (Applicable Taxes included).

10. Financial Limitation

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

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

11. Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2020-05-28), General Conditions - Services (Medium Complexity)
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Security Requirements Check List
- h) Annex D, Insurance Requirements
- i) the Offeror's offer dated _____ (insert date of offer), (if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on _____" OR "as amended on _____" and insert date(s) of clarification(s) or amendment(s) if applicable).

12. Certifications and Additional Information

12.1 Compliance

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

13. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (To be indicated at award)



B. RESULTING CONTRACT CLAUSES

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

1. Statement of Work

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

2. Standard Clauses and Conditions

2.1 General Conditions

2010C (2020-05-28), General Conditions - Services (Medium Complexity), apply to and form part of the Contract.

3. Term of Contract

3.1 Period of the Contract

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

4. Proactive Disclosure of Contracts with Former Public Servants

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

5. Payment

5.1 Basis of Payment

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

5.2 Limitation of Expenditure

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

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

5.3 Multiple Payments

Canada will pay the Contractor upon completion and delivery of units 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 delivered has been accepted by Canada.

5.4 SACC Manual Clauses

SACC Manual clause A9117C (2007-11-30), T1204 - Direct Request by Customer Department
SACC Manual clause C0710C (2007-11-30), Time and Contract Price Verification
SACC Manual clause C0705C (2010-01-11), Discretionary Audit

5.5 Travel and Living Expenses

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

5.6 Payment of Invoices by Credit Card (to be indicated at time of award)

6. Invoicing Instructions

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

One (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Standing Offer. The Project Authority will be identified on the 'Call up' for services.

3. **Note: Invoices must be submitted separately for each location within the STREAM.**

7. Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex D – Insurance Requirements. 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.

8. 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.

9. Closure of Government Facilities

- 9.1 Contractor personnel are employees of the Contractor and are paid by the Contractor on the basis of services rendered. Where the Contractor or the Contractor's employees are providing services on government premises pursuant to this Contract and the said premises become non accessible due to evacuation or closure of government facilities, and consequently no Work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of closure.
- 9.2 Contractors working at CSC sites should be aware that they may be faced with delay or refusal of entry to certain areas at certain times even if prior arrangements for access may have been made. Contractors are advised to call in advance of travel to ensure that planned access is still available.

10. Tuberculosis Testing

- 10.1 It is a condition of this contract that the Contractor or any employees of the Contractor who require entry into a Correctional Service of Canada Institution to fulfill the conditions of the contract may, at the sole discretion of the Warden, be required to provide proof of and results of a recent tuberculin test for the purpose of determining their TB infection status.
- 10.2 Failure to provide proof of and results of a tuberculin test may result in the termination of the contract.
- 10.3 All costs related to such testing will be at the sole expense of the Contractor.

11. Compliance with CSC Policies

- 11.1 The Contractor agrees that its officers, servants, agents and subcontractors will comply with all regulations and policies in force at the site where the work covered by this contract is to be performed.
- 11.2 Unless otherwise provided in the contract, the Contractor shall obtain all permits and hold all certificates and licenses required for the performance of the Work.
- 11.3 Details on existing CSC policies can be found at: www.csc-scc.gc.ca or any other CSC web page designated for such purpose.

12. Health and Labour Conditions

- 12.1 In this section, "Public Entity" means the municipal, provincial or federal government body authorized to enforce any laws concerning health and labour applicable to the performance of the Work or any part thereof.
- 12.2 The Contractor shall comply with all laws concerning health and labour conditions applicable to the performance of the Work or part thereof and shall also require compliance of same by all its subcontractors when applicable.



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

13. 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:

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

14. Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties for both the process and to bear the cost of such process, assist in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or applicable of a term and condition of this contract. The Office of Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa-opo@boa-opo.gc.ca.

15. Contract Administration

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

16. Privacy

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



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

17. 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.

18. Government Site Regulations

The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.



ANNEX A - STATEMENT OF WORK

The Correctional Service of Canada (CSC) – CORCAN has a requirement to provide **Waste Removal Services** for Construction, Demolition and/or Manufacturing waste at various locations. The work will involve the following:

1.1 Background

CORCAN is an Agency of the Correctional Service of Canada (CSC) within the department of Public Safety and Emergency Preparedness. CSC and CORCAN are mandated to provide training, programs and services that facilitate offenders' re-entry into the work force following their release. CORCAN's mission is to aid in the safe reintegration of offenders into Canadian society by providing employment and employability skills training to offenders incarcerated in federal penitentiaries and, conditionally released offenders.

CORCAN engages offenders in productive employment in a variety of manufacturing and construction enterprises. A principal goal of CORCAN is to provide Offender Workers with positive job-related work habits and the opportunity to acquire real-world marketable skills.

To achieve its mandate, CORCAN-Construction & CORCAN Manufacturing takes on various work projects. Depending on the type of manufacturing & construction projects being undertaken, thus requiring the need for waste removal services.

1.2 Objectives:

To provide scheduled and/or nonscheduled (on demand) Waste Removal services of Construction, Demolition and/or Manufacturing waste for various CSC CORCAN locations listed below and at 2.0 Location of Work :

STREAM 1 – Atlantic Region - Springhill Institution, Springhill Nova Scotia

STREAM 2 – Atlantic Region - Dorchester Institution, Dorchester New Brunswick

STREAM 3 – Atlantic Region – CORCAN Community Industry building, Moncton New Brunswick

STREAM 4 – Ontario Region - Various locations – CORCAN Kingston Warehouse, Bath Institution, Collins Bay Institutions, Joyceville Institution and Warkworth Institution.

STREAM 5 – Prairie Region - Stony Mountain Institution, Stony Mountain Manitoba

STREAM 6 – Québec Region - CORCAN Construction, Ste-Anne-des-plaines Québec, and CORCAN Construction, Laval Québec

NOTE: CSC - CORCAN Construction Managers may require unscheduled waste removal services (On Demand) for a location not specified herein, up to a maximum of 200 km from the contractor's place of business.

1.3 Tasks:

The Contractor must:

- Supply all labour, materials and equipment necessary to collect, transport and dispose of construction, demolition and/or manufacturing waste and/or recyclables from CORCAN sites identified herein.
- Provide scheduled and/or unscheduled (on demand) pick-ups of waste as requested by the Construction and/or Manufacturing managers of the institutional sites.
- Dispose of all waste in conformance with all applicable Federal, Provincial and Municipal laws.
- Dispose of the waste materials in an environmentally friendly manner following applicable City, Provincial and Federal regulations and guidelines.



- Provide weigh tickets, provided at the time of pick-up if the trucks are equipped with scales and can generate slips or have them forwarded to the site manager (CORCAN) within 24 hours of pick-up.
- Assume ownership of the waste once it has been collected.
- Assume the risk of all adverse conditions foreseeable, such as vehicle shutdowns, waste spillage etc., upon waste collection and agrees to continue the work without additional compensation under whatever circumstances which may develop other than as indicated herein;
- While on CSC property, handle, collect and transport all waste, in such a manner as, to avoid spillage. If spillage occurs, the Contractor must ensure that all debris resulting from collection and transportation is cleaned up immediately.
- Ensure that all vehicles are in a clean, road worthy condition. Vehicles leaking hydraulic, or any other deleterious fluids, may be denied access to the Institution(s).
- Comply with all regulations, in force on the CSC institutional site where the work is to be performed, relating to the safety of persons on the site or the protection of property against loss or damage from all causes.
- Be responsible for all maintenance of the supplied bins. Bins are to be exchanged for clean ones as required.
- Provide the removal/replacement of waste containers within 24 hours of notice. If the required waste container is not in stock at time of request, the Contractor will be responsible of hiring a sub-contractor capable of providing the request within 24 hours. Any additional costs associated for the provision of waste container(s) by a sub-contractor will be covered by the Contractor.
- Provide to CSC CORCAN institutional sites, the flexibility to increase or decrease the number of bins required based on the individual site's need at various times of the year.

1.4 Schedule

- The Contractor must provide scheduled and/or unscheduled pick-ups as per the need of the institutional sites. The frequency of pick-ups will be determined between the site's Construction and/or Manufacturing managers and the Contractor.
- The Contractor must remove waste materials only between Monday to Friday and between the hours of 9 :00 to 11 :00 or 13 :00 to 15 :00 at all locations. In the event of a Statutory Holiday the pick-up will be the next working business day.
- Depending on the type of bin, the Contractor must empty the bin on site or remove the full bin and replace with an empty bin. Bin sizes will vary depending on each site's requirement needs. Bins may require a top or a lockable top depending on where it is located. Bin liner may be required.

1.5 Constraints

- The Contractor must follow procedures as laid out by Gate Security and are subject to having identification cards checked upon entering CSC institutional sites. The waste truck will be required to undergo a security inspection when entering and/or leaving the insitutional compound.
- Pick-up inside the CSC Institutions will be done in co-ordination with security protocols. Current protocols require that any contractor who enters the institutional site will not be released from the Institution during the 11:30 Offender count.



1.6 Types of Waste

For Manufacturing sites, types of waste may include, but will not be limited to: off cuts of particle board, plywood, laminate, melamine, veneers, MDF, saw dust from dust collector, textile off cuts. Waste material will be grouped together within the site.

For Construction sites, types of waste include, but will not be limited to: a variety of construction and/or demolition waste, drywall, masonry products, scrap lumber and packaging materials.

For the CORCAN warehouse (Kingston ON) the types of waste may include, but will not be limited to: packaging materials (plastic wrap, strapping, small pieces of wood and cardboard) and general waste (waste from offices and lunch rooms).

Recyclables such as Cardboard waste.

1.7 Codes and Conduct

The Contractor must obtain and maintain for the duration of the contract, all permits, licenses and certificates of approval required for the work to be performed under any applicable federal, provincial or municipal legislation. The Contractor is responsible for any changes imposed by such legislation or regulations.

If requested by the Technical or Site Authority, the Contractor must provide copies of all necessary Certificates, Agreement, Permits, etc., that are required by Federal, Provincial and Municipal Environmental Legislation, Regulations or By-Laws.

1.8 Call-Up / Authorization

No work can be started until a call-up has been issued by the Project Authority. The call-up which is the contractual obligation will only come into effect upon issuance by the Project Authority.

All work will be performed subject to the inspection and acceptance by the Project Authority. It is understood that:

- This document does not oblige the Correctional Service of Canada in any way to authorize services in sufficient quantities to expend the total estimated expenditures or any portion thereof whatsoever.

2.0 Location(s) of work

- a) The Contractor must provide waste removal services at the following location(s) within the proposed identified STREAMS:

STREAM 1 - Atlantic Region

1. Springhill Institution (Medium Security Facility)
 330 McGee Street
 Springhill Nova Scotia
 B0M 1X0

STREAM 2 – Atlantic Region

1. Dorchester Institution (Medium Security Facility)
 4902 Main Street
 Dorchester, New Brunswick
 E4K 2Y9

2. Dorchester Institution (Minimum Security Facility)



4902A Main Street
Dorchester, New Brunswick
E4K 2Y9

STREAM 3 – Atlantic Region

1. CORCAN - Community Industries Building
310 Baig Blvd
Moncton New Brunswick
E1E 1C8

STREAM 4 – Ontario Region

1. CORCAN Warehouse
1484 Centennial Dr.
Kingston ON

2. Bath Institution
5775 Bath Road
P.O. Box 1500
Bath ON
K0H 1G0

3. Collins Bay Institution (Medium Security Facility)
1455 Bath Rd
P.O. Box 190
Kingston ON
K7L 4V9

4. Collins Bay Institution (Minimum Security Facility)
1455 Bath Rd
P.O. Box 7500
Bath ON
K7L 5E6

5. Joyceville Institution
Hwy 15
P.O. Box 4510
Kingston ON
K7L 4X9

6. Warkworth Institution
County Rd #29
P.O. Box 760
Campbellford ON
K0L 1K0

STREAM 5 – Prairie Region

**1. Stony Mountain Institution (Medium Security Facility)
Building C5**
Highway #7 North at Stony Mountain



Stony Mountain, MB R0C 3A0
2. Stony Mountain Institution (<u>Minimum Security Facility</u>) Building F75 Highway #7 North at Stony Mountain Stony Mountain, MB R0C 3A0

STREAM 6 – Québec Region

1. CORCAN Construction 246 Montée Gagnon Ste-Anne-des-Plaines, QC J0N 1H0
2. CORCAN Construction 190 Montée Saint-François Laval, QC H7C 1S5

NOTE: CSC - CORCAN Construction Managers may require unscheduled waste removal services (On Demand) for a location not specified herein, located up to a maximum of 200 km from the Contractor’s place of business.

- b) There will be no travel and living expenses associated with this Standing Offer.

3.0 Language of Work:

- STREAM 1** – For Springhill Institution, the contractor must perform all work in English.
- STREAM 2** – For Dorchester Institutions, the contractor must perform all work in English or French.
- STREAM 3** – For Community Industries building, the contractor must perform all work in English or French
- STREAM 4** – For the Kingston area institutions, the contractor must perform all work in English.
- STREAM 5** – For the Stony Mountain Institutions, the contractor must perform all work in English.
- STREAM 6** – For the Québec region institutions, the contractor must perform all work in French.

4.0 Client Support

Containers damaged by the CSC will be replaced at the Crown’s expense.



ANNEX B - PROPOSED BASIS OF PAYMENT

Bidders **MUST** complete the Appendix B1 – Basis of Payment tables (attached separately), and submit a copy (electronically) with its offer.

Prices are to be Applicable taxes extra.

NOTE: Bidders can bid on one or on multiple STREAMS however, you must provide services at the site(s) listed within the identified STREAM as per the Annex A – Statement of Work, 2.0 Location of Work (STREAM 1 to 6).

Bidders are to clearly identify for which STREAM service is being proposed.

A separate evaluation will be conducted for each STREAM (1-6).

Basis of Selection: The responsive offer with the lowest evaluated price per each STREAM (1-6) will be recommended for issuance of a standing offer.

The following basis of payment will apply to any call-up issued against this Standing Offer.

1.0 Professional Services provided with a Firm Price:

For professional services requested by Canada, Canada will pay the Contractor in Canadian Funds as per the firm price set out in the Contract based on the firm, all-inclusive rates set out in this Annex, Applicable Taxes extra.

Period 1: As follows:

From Standing Offer award to January 31, 2022.

All-Inclusive cost - means all costs associated with providing waste removal services, including but not limited to the **following**: set up charges, dumping fees, service fees, all transportation costs to land fill or other disposal sites, landfill and any other dumping fees, licence fees and permits.

- **Note:** Invoices must be submitted separately for each location within the STREAM.
- CSC CORCAN institutional sites, must have the flexibility to increase or decrease the number of bins required based on the individual site's need at various times of the year.
- The applicable provincial carbon levy will be paid over and above these amounts.

2.0 Tipping Fees

- 1) The Standing Offer/Call-up will not be increased or decreased by reason of any increase or decrease in the cost of the service brought about by any increase or decrease in the cost of labour, plant, tools and equipment.
- 2) Notwithstanding the terms and conditions as expressed herein, if an increase or decrease in 'Tipping Fees' is announced by the authority having jurisdiction after the date and time, set for tender closing, increase will be allowed provided the contractor supply a letter from the authority having jurisdiction verifying the increase/decrease to the Contracting Authority (CSC).

3.0 Options to Extend the Standing Offer Period:



Subject to the exercise of the option to extend the Standing Offer period in accordance with Article <To Be Inserted at Contract Award> of the original Standing Offer, Options to Extend the Standing Offer, the Contractor will be paid the firm all inclusive rate(s) in accordance with the following table, Applicable Taxes extra, to complete all Work and services required to be performed in relation any call-up issued as a result of the Standing Offer extension.

Option Year 1 - As follows:

From February 1, 2022 to January 31, 2023.

Option Year 2 - As follows:

From February 1, 2023 to January 31, 2024.

Option Year 3 - As follows:

From February 1, 2024 to January 31, 2025.

4.0 Applicable Taxes

- (a) All prices and amounts of money in the Standing Offer are exclusive of Applicable Taxes, unless otherwise indicated. Applicable Taxes are extra to the price herein and will be paid by Canada.
- (b) The estimated Applicable Taxes of \$<To Be Inserted at Standing Offer Award> are included in the total estimated cost shown on page 1 of this Standing Offer. The estimated Applicable Taxes will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which taxes do not apply, are to be identified as such on all invoices. The Offeror agrees to remit to Canada Revenue Agency (CRA) any amounts of Applicable Taxes or due.

5.0 Payment by Credit Card

Canada requests that Offerors 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 Offeror 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 SECURITY REQUIREMENTS CHECK LIST

DSD-NHQ3823-NSR

Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat 21C10-19-3044433
Security Classification / Classification de sécurité

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

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

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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité:

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

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

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

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

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

Special comments:
Commentaires spéciaux:

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

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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

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PART C (continued) / PARTIE C (suite)

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC						
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTRIÉE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET	
											A	B	C				
Information / Astre & Reassignments / Biais Production																	
IT Media / Support TI																	
IT Link / Lien Électronique																	

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



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PARTIE D'AUTORISATION / PARTIE D'AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Derek Gallant	Title - Titre A/Director CORCAN Manufacturing	Signature <i>Derek Gallant</i>	
Telephone No. - N° de téléphone 613 943-5071	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel derek.gallant@csc-ccc.gc.ca	Date 2019-12-11
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Rita Dubois	Title - Titre A/Contract Security Analyst Analyste de la sécurité des contrats int.	Signature Dubois, Rita	
Telephone No. - N° de téléphone 613-992-8995	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel Rita.Dubois@csc-ccc.gc.ca	Date 2020-01-23
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			
			<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) Claudette Chabot	Title - Titre Contracting Officer	Signature <i>Claudette Chabot</i>	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel claudette.chabot@csc-ccc.gc.ca	Date January 21, 2020
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées) Rita Dubois	Title - Titre A/Contract Security Analyst Analyste de la sécurité des contrats int.	Signature Dubois, Rita	
Telephone No. - N° de téléphone 613-992-8995	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel Rita.Dubois@csc-ccc.gc.ca	Date 2020-01-23

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Security Classification / Classification de sécurité





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

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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



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



ANNEX E EVALUATION CRITERIA

1.0 Technical Evaluation:

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

- Mandatory Technical Criteria

It is **imperative** that the offer **address each of these criteria** to demonstrate that the requirements are met.

1.2 LISTING EXPERIENCE WITHOUT PROVIDING ANY SUBSTANTIATING DATA TO SUPPORT WHERE, WHEN AND HOW SUCH EXPERIENCE WAS OBTAINED WILL RESULT IN THE STATED EXPERIENCE NOT BEING CONSIDERED FOR EVALUATION PURPOSES.

1.3 All experience must be strictly work-related. Time spent during education and/or training will not be considered, unless otherwise indicated.

1.4 Experience must be demonstrated through a history of past projects, either completed or on-going.

1.5 References must be provided for each project/employment experience.

- I. Where the stated experience was acquired within a Canadian Federal Government Department or Agency **as a Public Servant**, the reference must be a Public Servant who had a supervisory role over the proposed resource during the stated employment.
- II. Where the stated experience was acquired within a Canadian Federal Government Department or Agency **as a consultant**, the reference must be the Public Servant who was identified as the Project Authority of the project on which the proposed resource acquired the experience.
- III. References must be presented in this format:
 - a. Name;
 - b. Organization;
 - c. Current Phone Number; and
 - d. Email address if available

1.6 Response Format

- I. In order to facilitate evaluation of offers, it is recommended that Offerors' offers address the mandatory criteria in the order in which they appear in the Evaluation Criteria and using the numbering outlined.
- II. Offerors are also advised that the month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.
- III. For any requirements that specify a particular time period (e.g., 2 years) of work experience, CSC will disregard any information about experience if the technical offer does not include the required month and year for the start date and end date of the experience claimed.



- IV. CSC will also only evaluate the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.

MANDATORY TECHNICAL CRITERIA

ATTENTION OFFERORS: WRITE THE RELEVANT PAGE NUMBER(S) FROM YOUR OFFER THAT ADDRESSES THE ISSUE BESIDE THE CRITERIA BELOW AS WELL AS THE STREAM THAT YOU ARE BIDDING ON.

#	Mandatory Technical Criteria	Offeror Response Description (include location in offer)	Met/Not Met
M1	<p>The Bidder must provide a copy of your company's Occupational Health and Safety Policy and Program.</p> <p>Bidder's Occupational Health and Safety Policy program must be submitted with the bid.</p>		
M2	<p>The Bidder must have a minimum of four years (48 months) of experience in waste removal services in Canada within the past eight years.</p> <p>It is requested that the Bidder provide past contract history details that demonstrate these four years of experience. It is requested that these details be provided with the proposal at bid closing, as per the following format:</p> <ul style="list-style-type: none"> i. Client name ii. Client phone number iii. Location (city/province) iv. Start and End dates mm/dd/yyyy – mm/dd/yyyy <p>If all information is not provided with the proposal, Canada will request it and the bidder will have 24 hours from the time of the request to provide it.</p>		
M3	<p>The Bidder must provide a Workers Compensation Board letter of good standing for each province for which the Bidder is proposing service.</p> <p>Letter of good standing must be submitted with the bid.</p>		