



Correctional Service
Canada

Service correctionnel
Canada

RETURN OFFERS TO :

Bid Receiving:

Correctional Service Canada

**Contracting and Materiel Services –
Quebec Region**

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

Telephone : 450-661-9550, ext. 3223

EMAIL :

GEN-QUE307Soumissions@CSC-SCC.GC.CA

REQUEST FOR A STANDING OFFER

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

Comments:

“THIS DOCUMENT DOES NOT CONTAIN A SECURITY REQUIREMENT”

Vendor/Firm Name and Address :

Telephone #: _____

Fax #: _____

Email: _____

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

Title: Collection and Processing Services for Residual Materials	
Solicitation N°: 21301-21-3679138	Date: December 2,2020
Client Reference N°: 21301-21-3679138	
GETS Reference N°: PW-20-00935995	
Solicitation Closes: At: 2:00 p.m. On: January 14, 2021	Time Zone: EST
F.O.B.: Plant: Destination: X Other:	
Address Enquiries to: Karine Clément Contracting and Procurement Regional Officer karine.clement@csc-scc.gc.ca	
Telephone N°: 450-661-9550, ext. 3214	Fax N°: 450-664-6626
Delivery required: See herein	Instructions: See herein
Destination of Goods, Services and Construction: Port-Cartier Institution 1, Chemin de l'Aéroport Port-Cartier (Québec) G5B 2W	
Security: This request for a Standing Offer does not include provisions for security.	

Name and title of person authorized to sign on behalf of Vendor/Firm:	
_____ _____ _____ _____	
Name	Title
_____ _____ _____	
Signature	Date
(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 six 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 6A, Standing Offer, and 76, Resulting Contract Clauses:

6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

6B, 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

The Correctional Service of Canada (CSC) is looking for a Contractor to provide collection and processing services of residual materials for Port-Cartier Institution. The collection services must be rendered according to the schedule of services described in Annex II of the technical specifications. The services included to this Standing Offer include, but are not limited to: the provision of equipped, functional and in good condition trucks, workforce of qualified drivers and operators, as well as any other equipment required by CSC, allowing the provision of Collection and Processing Services of waste and recyclable materials.

The period of this Standing Offer is from the award until August 31st, 2022, with a possibility of one (1) additional one (1)-year period.

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 fifteen (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 [the Office of the Procurement Ombudsman e-mail 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 - 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](#) 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.

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.

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

- ✓ Bid number;
- ✓ Name of the contracting officer;
- ✓ Bid closing date.

3. Former Public Servant

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

Definitions

For the purposes of this clause,

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

- 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 ten (10) business 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 Quebec.

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) hard or electronic copy**; *(does not apply)*

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

Section III: Certifications: **one (1) hard or electronic copy**;

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the 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 an envelope separate from their technical offer.

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process, the [Policy on Green Procurement](#). To assist Canada in reaching its objectives, Offerors should:

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

Section I: Technical Offer *(does not apply)*

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. The total amount of Applicable Taxes must be shown separately.



Payment by Credit Card

Canada requests that offerors complete one of the following options:

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

The following card is accepted:

MasterCard _____

- (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 Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of CSC will evaluate the offers.

1.1. Technical Evaluation *(does not apply)*

1.1.1 Mandatory Technical Criteria

Offers will be evaluated to determine if they meet all mandatory technical criteria outlined in **Annex D – Evaluation Criteria**. Offers 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.

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.

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

2. Basis of Selection

An offer must comply with the requirements of the Request for a Standing Offer to be declared responsive. The Standing Offer will be awarded to the responsive offer with the lowest evaluated price.

Please note that, for the purpose of the evaluation, the total offer price will be calculated by adding the all-inclusive fixed monthly rates and unit prices for the term of the Standing Offer and the option year.

In the event of a tie regarding the lowest total offer price, the offeror with the most experience in collection and processing services for residual material (according to the Registre des entreprises du Québec) will be awarded the Standing Offer.

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



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](#). 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:

Four sets of horizontal lines for listing names, arranged in two columns of two rows each.

OR

- checkbox The Offeror is a partnership

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

1.3 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 – 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. 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.

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](#) 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 **the award until August 31st, 2022 inclusively**.

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 **one (1) additional one (1)-year period, from September 1st, 2022 to August 31st, 2023**, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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



5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Karine Clément
Title: Contracting and Procurement Regional Officer
Correctional Service of Canada
Contracting and Materiel Services

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

Telephone: 450-661-9550, ext. 3214
Facsimile: 450-664-6626
E-mail address: karine.clement@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, they are responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

5.2 Project Authority *(will be completed upon the award of the Standing Offer)*

The Project Authority for the Standing Offer is:

Name: _____
Title: _____
Organization: _____
Address: _____

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

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

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

Name: _____
Title: _____
Organization: _____
Address: _____

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

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: 2019-01](#) 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, Quebec Region.

- **Port-Cartier Institution:** 1, Chemin de l'Aéroport, Port-Cartier (Québec) G5B 2W2.

8. Call-up Procedures

9. Call-up Instrument

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

10. Limitation of Call-ups *(will be completed upon the award of the Standing Offer)*

Individual call-ups against the Standing Offer must not exceed \$_____ (Applicable Taxes excluded).

11. Financial Limitation *(will be completed upon the award of the Standing Offer)*

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 four (4) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

12. Priority of Documents

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

- a) the call-up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2005](#) (2017-06-21), General Conditions - Standing Offers - Goods or Services;
- d) 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, Insurance Requirements;
- h) the Offeror's offer dated _____ *(will be completed upon the award of the Standing Offer)*



13. Certifications and Additional Information

13.1 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.

14. Applicable Laws

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



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

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](#) 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.

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: 2019-01](#) 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 Price

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.



5.3 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 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.

5.7 Direct deposit request

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

6. Invoicing Instructions

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

The invoice must be detailed and must correspond to the unit prices of the Basis of Payment. The Contractor must provide a monthly invoice per institution for the planned and on-call waste collection services described in the call-up.

Invoices must include, at least, the following elements:

- a) Identification of the institutions;
- b) The number of the call-up;
- c) The month and the period during which the services were rendered, from the first to the last day of the month;
- d) Item number corresponding to the Basis of Payment;
- e) In relation with each item specified in the call-up, details of the services rendered:
 - an abridged description of the number and category of containers;



- the total number of collection;
 - the total billable volume or tonnage of residual materials;
 - the category of residual materials;
 - container rental, as applicable;
 - the number of containers transporting 10 cubic yards or more, as applicable;
 - the unit price corresponding to each item;
 - the total cost for each item.
- f) A copy of the weighing manifests on which are identified the truck, the date and time of the weighing, the weight of the materials disposed of and any other information required by the Technical Authority, when applicable;
- g) The credit notes (when applicable) and the number of the associated invoice;
- h) A subtotal;
- i) The cost of taxes and the total bill to be paid for the month.

Where it is requested to provide containers for the recycling of ferrous metals and/or copper, the invoice must include the rental of the container, including its replacement at the time of collection and transport of materials to be recycling. The invoice must also include the credit corresponding to the total weight of the metals sent for recycling, according to the material and according to the market cost.

Invoices must be distributed as follows :

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

7. Insurance – Specific Requirements

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

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

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

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

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.

10. 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.

11. 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.

12. 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."

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:

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.

14. 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](#).

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 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](#).

16. Information Guide for Contractors

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



ANNEX A – STATEMENT OF WORK

(See PDF document attached)
TECHNICAL SPECIFICATIONS
« COLLECTION AND PROCESSING SERVICES FOR RESIDUAL MATERIALS »



ANNEX B – PROPOSED BASIS OF PAYMENT

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

1. Services provided with fixed monthly rates and unit prices:

For services requested by Canada, Canada will pay the Contractor up to the Maximum Price, for actual work and resulting deliverables in accordance with the firm all-inclusive monthly rates and unit prices set in this Annex, Applicable Taxes extra.

2. Options to Extend the Standing Offer Period:

Subject to the exercise of the option to extend the Standing Offer period in accordance with Article 4.2 of the original Standing Offer, Options to Extend the Standing Offer, the Contractor will be paid the firm all inclusive Monthly Rates and Unit Prices, in accordance with the following tables, 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.

3. Applicable Taxes

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.

4. Electronic Payment of Invoices - Offer

Canada requests that offerors complete one of the following options:

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

The following card is accepted:
MasterCard _____

- (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.



**PORT-CARTIER INSTITUTION
COLLECTION AND PROCESSING SERVICES FOR RESIDUAL MATERIAL**

Firm period: from the award until August 31st, 2022

UNIT PRICE TABLE

It has been agreed between Her Majesty and the Contractor that the table below is the "Unit Price Table for the Standing Offer". Prices must include, among other things : profits and administration fees, labor, **rental and return transportation of the containers including fuel** (no fuel surcharge will be paid), **handling or lifting of the containers, disposal of materials and the costs of government fees**, as well as all the elements mentioned in the technical specifications.

A. SERVICES COLLECTION OF WASTE AND RECYCLABLE MATERIALS PLANNED

ITEM	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY PER MONTH (*)	UNIT PRICE	ESTIMATED PRICE PER MONTH	ESTIMATED PRICE FOR 20 MONTHS
A.1.1	Collection of tow (2) containers of 8 cubic yards or less, according to the specifications detailed in Appendix II of the technical specifications, including the rental of containers, collections, transportation of materials and fuel.	Collection	4,33	_____ \$	_____ \$	_____ \$
A.1.2.	Disposal of waste intended for burial of the tow (2) containers specified at item A.1.1, including the governmental fees.	Cubic yards	26	_____ \$	_____ \$	_____ \$
A.2.1	Lifting of one (1) 25 cubic yard container Type: Roll off associated with a compactor, according to the specifications detailed in appendix II of the technical specifications, including lifting, transport of materials, return of the container and fuel	Collection	4,33	_____ \$	_____ \$	_____ \$
A.2.2.	Disposal of waste intended for burial of the container specified at item A.2.1, including the governmental fees.	Metric tonne	13	_____ \$	_____ \$	_____ \$
ITEM	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE PER COLLECTION	TOTAL	
A.3.1.	Supply of a 30 cubic yard container for the duration of the contract according to the specifications detailed in Annex II of the technical specifications, including the rental of the container, handling and positioning costs, collection, transport of metallic materials to a recovery site as well as fuel. The amount paid by the recycler for the metallic materials must be credited when invoicing the CSC. The weighing manifest and the rate paid must be provided with the billing.	Collection	6	_____ \$	_____ \$	



B. PONCTUAL, ADDITIONAL COLLECTION SERVICES FOR FRONT LOADING CONTAINERS OF 8 CUBIC YARDS OR LESS					
ITEM	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
B.1.	Provision of a container of 8 cubic yards or less for a variable period according to the specification detailed in the call-up, including the rental of the container, collection, transportation of materials and fuel.	Collection	16	_____ \$	_____ \$
B.2.	Disposal of waste intended for burial of containers of 8 cubic yards or less according to the specifications detailed in the call-up, including the governmental fees.	Cubic yards	70	_____ \$	_____ \$
B.3.	Disposal of waste intended for recycling of containers of 8 cubic yards or less according to the specifications detailed in the call-up, including the governmental fees.	Cubic yards	60	_____ \$	_____ \$
C. PONCTUAL, ADDITIONAL COLLECTION SERVICES FOR REAR LOADING (ROLL-OFF) CONTAINERS OF 10 CUBIC YARDS AND MORE					
C.1	Monthly rental of a container of 10 or 20 cubic yards, including handling and positioning, delivery and fuel costs.	Monthly price	8	_____ \$	_____ \$
C.2	Monthly rental of a container of 30 or 40 cubic yards, including handling and positioning, delivery and fuel costs.	Monthly price	6	_____ \$	_____ \$
C.3	Monthly rental of a CLOSED container of 40 cubic yards, including handling and positioning, delivery, recovery and fuel costs.	Monthly price	6	_____ \$	_____ \$
C.4	Disposal of waste intended for burial for containers of 10 cubic yards and more according to the specifications detailed in the call-up, EXCLUDING the rental costs, INCLUDING the handling and positioning, transportation and fuel costs, and the governmental fees.	Metric tonne	60	_____ \$	_____ \$
C.5	Disposal of recyclable materials intended for recovery for containers of 10 cubic yards or more according to the specifications detailed in the call-up, EXCLUDING the rental costs, INCLUDING the handling and positioning, transportation and fuel costs, and the governmental fees.	Metric tonne	30	_____ \$	_____ \$
C.6	Disposal of construction waste for containers of 10 cubic yards and more according to the specifications detailed in the call-up, EXCLUDING the rental costs, INCLUDING the handling and positioning, transportation and fuel costs, and the governmental fees.	Metric tonne	50	_____ \$	_____ \$
D. PUNCTUAL MATERIAL WEIGHING SERVICES					
D.1	Provide the total weight of the waste contained in all containers of 8 cubic yards or less of the institution.	Each	4	_____ \$	_____ \$
TOTAL ESTIMATED PRICE					_____ \$

Fees and expenses :

ONLY the services invoiced at the above rates will be paid. The rates include EVERYTHING that is necessary for the execution of the work according to the expected services, detailed in the technical specifications. This include among other things: administrative costs and expenses, profit, transportation of labor, equipment and materials and/or any other cost necessary for the provision of services.



**PORT-CARTIER INSTITUTION
COLLECTION AND PROCESSING SERVICES FOR RESIDUAL MATERIAL**

Option year : from September 1st, 2022 until August 31st, 2023

UNIT PRICE TABLE

It has been agreed between Her Majesty and the Contractor that the table below is the "Unit Price Table for the Standing Offer". Prices must include, among other things : profits and administration fees, labor, **rental and return transportation of the containers including fuel** (no fuel surcharge will be paid), **handling or lifting of the containers, disposal of materials and the costs of government fees**, as well as all the elements mentioned in the technical specifications.

A. SERVICES COLLECTION OF WASTE AND RECYCLABLE MATERIALS PLANNED						
ITEM	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY PER MONTH (*)	UNIT PRICE	ESTIMATED PRICE PER MONTH	ESTIMATED PRICE FOR 20 MONTHS
A.1.1	Collection of tow (2) containers of 8 cubic yards or less, according to the specifications detailed in Appendix II of the technical specifications, including the rental of containers, collections, transportation of materials and fuel.	Collection	8,67	_____ \$	_____ \$	_____ \$
A.1.2.	Disposal of waste intended for burial of the tow (2) containers specified at item A.1.1, including the governmental fees.	Cubic yards	52	_____ \$	_____ \$	_____ \$
A.2.1	Lifting of one (1) 25 cubic yard container Type: Roll off associated with a compactor, according to the specifications detailed in appendix II of the technical specifications, including lifting, transport of materials, return of the container and fuel	Collection	4,33	_____ \$	_____ \$	_____ \$
A.2.2.	Disposal of waste intended for burial of the container specified at item A.2.1, including the governmental fees.	Metric tonne	13	_____ \$	_____ \$	_____ \$
ITEM	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE PER COLLECTION	TOTAL	
A.3.1.	Supply of a 30 cubic yard container for the duration of the contract according to the specifications detailed in Annex II of the technical specifications, including the rental of the container, handling and positioning costs, collection, transport of metallic materials to a recovery site as well as fuel. The amount paid by the recycler for the metallic materials must be credited when invoicing the CSC. The weighing manifest and the rate paid must be provided with the billing.	Collection	4	_____ \$	_____ \$	



B. PONCTUAL, ADDITIONAL COLLECTION SERVICES FOR FRONT LOADING CONTAINERS OF 8 CUBIC YARDS OR LESS					
ITEM	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
B.1.	Provision of a container of 8 cubic yards or less for a variable period according to the specification detailed in the call-up, including the rental of the container, collection, transportation of materials and fuel.	Collection	8	_____ \$	_____ \$
B.2.	Disposal of waste intended for burial of containers of 8 cubic yards or less according to the specifications detailed in the call-up, including the governmental fees.	Cubic yards	35	_____ \$	_____ \$
B.3.	Disposal of waste intended for recycling of containers of 8 cubic yards or less according to the specifications detailed in the call-up, including the governmental fees.	Cubic yards	30	_____ \$	_____ \$
C. PONCTUAL, ADDITIONAL COLLECTION SERVICES FOR REAR LOADING (ROLL-OFF) CONTAINERS OF 10 CUBIC YARDS AND MORE					
C.1	Monthly rental of a container of 10 or 20 cubic yards, including handling and positioning, delivery and fuel costs.	Monthly price	3	_____ \$	_____ \$
C.2	Monthly rental of a container of 30 or 40 cubic yards, including handling and positioning, delivery and fuel costs.	Monthly price	3	_____ \$	_____ \$
C.3	Monthly rental of a CLOSED container of 40 cubic yards, including handling and positioning, delivery, recovery and fuel costs.	Monthly price	3	_____ \$	_____ \$
C.4	Disposal of waste intended for burial for containers of 10 cubic yards and more according to the specifications detailed in the call-up, EXCLUDING the rental costs, INCLUDING the handling and positioning, transportation and fuel costs, and the governmental fees.	Metric tonne	25	_____ \$	_____ \$
C.5	Disposal of recyclable materials intended for recovery for containers of 10 cubic yards or more according to the specifications detailed in the call-up, EXCLUDING the rental costs, INCLUDING the handling and positioning, transportation and fuel costs, and the governmental fees.	Metric tonne	15	_____ \$	_____ \$
C.6	Disposal of construction waste for containers of 10 cubic yards and more according to the specifications detailed in the call-up, EXCLUDING the rental costs, INCLUDING the handling and positioning, transportation and fuel costs, and the governmental fees.	Metric tonne	25	_____ \$	_____ \$
D. PUNCTUAL MATERIAL WEIGHING SERVICES					
D.1	Provide the total weight of the waste contained in all containers of 8 cubic yards or less of the institution.	Each	2	_____ \$	_____ \$
TOTAL ESTIMATED PRICE					_____ \$

Fees and expenses :

ONLY the services invoiced at the above rates will be paid. The rates include EVERYTHING that is necessary for the execution of the work according to the expected services, detailed in the technical specifications. This include among other things: administrative costs and expenses, profit, transportation of labor, equipment and materials and/or any other cost necessary for the provision of services.



ANNEX C – INSURANCE REQUIREMENTS

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Workers 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.

Environmental Impairment Liability Insurance

1. The Contactor must obtain a Contractors Pollution 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 \$ 1,000,000.00 per accident or occurrence and in the annual aggregate.
2. 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.
3. The Contractors Pollution 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 as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. 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.
 - c. Separation of Insureds: 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.
 - d. 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.
 - e. Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which



the Contractor is legally liable is performing or has performed the operations described in the contract.

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 D – EVALUATION CRITERIA *(does not apply)*

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 the start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.



ANNEX E – Request to Access a Federal Institution

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