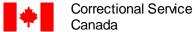
| RETURN BIDS TO:   | Title — Sujet:   |   |  |  |
|---|--|---|--|--|
| RETOURNER LES SOUMISSIONSÀ:   | Shuttle Services for CSC National Training Academy                   |   |  |  |
| Bid Receiving - Réception des soumissions:  | Solicitation No. — Nº. de  | Date:   |  |  |
| bidsubmissions.GEN-NHQContracting@CSC-<br>SCC.GC.CA   | 21120-21-3473106A  | 2020-12-24  |  |  |
|   | Client Reference No. — No. do  | Client Reference No. — Nº. de Référence du Client             |  |  |
| Attn: Steve Perron  | 21120-21-3473106A  | 21120-21-3473106A   |  |  |
| REQUEST FOR PROPOSAL  | GEIS Reference No No. de   | e Référence de SEAG   |  |  |
| DEMANDE DE PROPOSITION  | 21120-21-3473106A  |   |  |  |
|   | Solicitation Closes — L'invit  | ation prend fin   |  |  |
| Proposal to: Correctional Service Canada  | at/à:2:00 DST  |   |  |  |
| We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions          | on / le: January 20, 2021  |   |  |  |
| set out herein, referred to herein or attached hereto, the  | F.O.B. — F.A.B.  |   |  |  |
| goods, services, and construction listed herein and on any attached sheets at the price(s) set out thereof.               | Plant – Usine: Destinati<br>See herein / Voir aux présents           |   |  |  |
| Proposition à: Service Correctionnel du Canada  | Address Enquiries to — Sour  | mettre toutes questions à:                                    |  |  |
| Nous offrons par la présente de vendre à Sa Majesté la  | Steve Perron   |   |  |  |
| Reine du chef du Canada, aux conditions énoncées ou   | Steve.perron@csc-scc.gc.ca   |   |  |  |
| incluses par référence dans la présente et aux appendices<br>ci-jointes, les biens, services et construction énumérés ici | Telephone No. – Nº de téléphone:                                     | Fax No. – Nº de télécopieur:                                  |  |  |
| sur toute feuille ci-annexée, au(x) prix indiqué(s).  | 613-293-5934   |   |  |  |
| Comments — Commentaires:  | Destination of Goods, Services and Construction:                     |   |  |  |
| THIS DOCUMENT DOES NOT CONTAIN A SECURITY   | Destination des biens, services et                                   | construction:   |  |  |
| REQUIREMENT   | See herein / Voir aux présents                                       |   |  |  |
| LE PRÉSENT DOCUMENT NE COMPORTE AUCUNE<br>EXIGENCE RELATIVE À LA SÉCURITÉ.  | Instructions: See Herein<br>Instructions: Voir aux présentes         |   |  |  |
| Vendor/Firm Name and Address —<br>Raison sociale et adresse du fournisseur/de   | Delivery Required — Livraison exigée : See herein                    | Delivery Offered – Livrasion<br>proposée : Voir aux présentes |  |  |
| l'entrepreneur:   | Name and title of person authoriz                                    | zed to sign on behalf of Vendor/Firm                          |  |  |
|   | Nom et titre du signataire autoris                                   | sé du fournisseur/de l'entrepreneur                           |  |  |
|   |  |   |  |  |
|   | Name / Nom   | Title / Titre   |  |  |
| Telephone # — N° de Téléphone :   |  |   |  |  |
| Fax #— No de télécopieur :  |  |   |  |  |
| Email / Courriel :  | Signature  | Date  |  |  |
|   | (Sign and return account ac  | h hid proposal /  |  |  |
| GST # or SIN or Business # — Nº de TPS ou NAS ou Nº d'entreprise :  | (Sign and return cover page wit<br>Signer et retourner la page de co |   |  |  |
| Email / Courriel :  GST # or SIN or Business # — Nº de TPS  | (Sign and return cover page wit                                      | h bid proposal/   |  |  |



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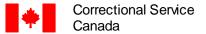
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#### **PART 1 - GENERAL INFORMATION**

## 1. Security Requirement

There is no security requirement applicable to this Contract.

#### 2. Statement of Work

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

#### 3. Revision of Departmental Name

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

## 4. Debriefings

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

#### 5. Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at <a href="mailto:boa-opo@boa-opo.gc.ca">boa-opo@boa-opo.gc.ca</a>. You can also obtain more information on the OPO services available to you at their website at <a href="https://www.opo-boa.gc.ca">www.opo-boa.gc.ca</a>.

#### **PART 2 - BIDDER INSTRUCTIONS**

## 1. Standard Instructions, Clauses and Conditions

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

## Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

#### 2. Submission of Bids

Bids must be submitted only to Correctional Service of Canada (CSC) by the date, time and place indicated on page 1 of the bid solicitation.

#### 3. Former Public Servants

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

#### **Definitions**

For the purposes of this clause, "former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c. C-8.

## Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes() No()** If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with <a href="Contracting Policy Notice: 2012-2">Contracting Policy Notice: 2012-2</a> and the <a href="Guidelines on the Proactive Disclosure of Contracts">Guidelines on the Proactive Disclosure of Contracts</a>.

## **Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes**() **No**()

If so, the Bidder must provide the following information:

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

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

## 4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) business days before the bid closing date. Enquiries received after that time may not be answered.

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

## 5. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in <u>Ontario</u>.

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

## **PART 3 - BID PREPARATION INSTRUCTIONS**

## 1. Bid Preparation Instructions

CSC requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid: one (1) soft copy in Adobe pdf or MS word format;

Section II: Financial Bid: one (1) soft copy in Adobe pdf or MS word format;

Section III: Certifications: one (1) soft copy in Adobe pdf or MS word format.

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

#### 2. Section II: Financial Bid

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

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

## 2.1 Exchange Rate Fluctuation

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

#### 3. Section III: Certifications

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

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

#### 1. Evaluation Procedures

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

#### 1.1 Technical Evaluation

## 1.1.1 Mandatory Technical Criteria

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

#### 1.2 Financial Evaluation

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

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

#### 2. Basis of Selection

The responsive bid with the lowest evaluated price will be recommended for award of a contract.

## 3. Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in article 12 of PART 6 – RESULTING CONTRACT CLAUSES.

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

#### PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidders' certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

#### Certifications Precedent to Contract Award and Additional Information

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

## 1.1 Integrity Provisions - Declaration of Convicted Offenses

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

Bidders that are a partnership do not need to provide a list of names.

## 1.2 Integrity Provisions - Required documentation

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

- Bidders that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- ii. Bidders bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or

| List of Names:                |  |
|-------------------------------|--|
|                               |  |
|                               |  |
|                               |  |
| OR                            |  |
| ☐ The Bidder is a partnership |  |

During the evaluation of bids, the Bidder must, within 10 working days, inform the Contracting Authority in writing of any changes affecting the list of names submitted with the bid.

## 1.3 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (http://www.esdc.gc.ca/en/jobs/workplace/human\_rights/employment\_equity/federal\_cont ractor program.page?& ga = 1.229006812.1158694905.1413548969).

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

## 1.4 Language Requirements - Bilingual

By submitting a bid, the Bidder certifies that, should it be awarded a contract as result of the bid solicitation, every individual proposed in its bid will be

1.4.1 Fluent in both official languages of Canada (French and English). The individual(s) proposed must be able to communicate orally and in writing in French and English without any assistance and with minimal errors.

#### 1.5 Certification:

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

### **PART 6 - RESULTING CONTRACT CLAUSES**

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

#### 1. Institutional Access Requirements

- 1.1 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.
- 1.2 Contractor personnel must adhere to institutional requirements for the conduct of searches by Correctional Service Canada prior to admittance to the institution/site. Correctional Service Canada reserves the right to deny access to any institution/site or part thereof of any Contractor personnel, at any time.

#### 2. Statement of Work

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

#### 2.1 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

#### 2.1.1 Task Authorization Process

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

#### **Task Authorization Process:**

- 1. The Project Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Annex "E".
- 2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis(bases) and methods of payment as specified in the Contract.
- 3. The Contractor must provide the Project Authority, within two (2) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
- 4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

### 2.1.2 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of **\$10,000.00**, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Project Authority and Contracting Authority before issuance.

## 2.1.3 Canada's Obligation - Portion of the Work - Task Authorizations

SACC Manual clause B9031C (2011-05-16), Canada's Obligation - Portion of the Work - Task Authorizations.

#### 2.1.4 Minimum Work Guarantee - All of the Work - Task Authorizations

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means 5%.

- 2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- 3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- 4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

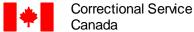
## 3. Standard Clauses and Conditions

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

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

### 3.1 General Conditions

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



#### 4. Term of Contract

#### 4.1 Period of the Contract

The period of the Contract is from \_\_\_\_\_ to \_\_\_\_ inclusive. (12 months) (To be completed at contract award)

#### 4.2 Option to Extend the Contract

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

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

#### 5. Authorities

## 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Steve Perron

**Title:** Senior Procurement Officer Correctional Service Canada

Branch/Directorate: Contracting and Material Services

Telephone: (613) 293-5934

E-mail address: <a href="mailto:steve.perron@csc-scc.qc.ca">steve.perron@csc-scc.qc.ca</a>

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

#### 5.2 Project Authority

The Project Authority for the Contract is: (To be completed at contract award)

Name:

Title:

Correctional Service Canada

**Branch/Directorate:** 

Telephone: Facsimile: E-mail address:

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

## 5.3 Contractor's Representative (To be completed at contract award)

| The A                           | uthorized Contractor's Representative is:   |
|---------------------------------|---|
| Name<br>Title:<br>Comp<br>Addre | pany:   |
| Facsi                           | hone:<br>mile:<br>I address:  |
| 6. P                            | ayment  |
| 6.1 B                           | asis of Payment   |
| 6.1.1 E                         | Basis of Payment - Firm Daily Rate  |
| Contra<br>\$                    | sideration of the Contractor satisfactorily completing all of its obligations under the act, the Contractor will be paid a Firm Daily Rate, as specified in Annex B for a cost of (To be completed at contract award) Customs duties are excluded and Applicable are extra.   |
| Work,                           | la will not pay the Contractor for any design changes, modifications or interpretations of the unless they have been approved, in writing, by the Contracting Authority before their oration into the Work.   |
| And;                            |   |
| 6.1.2 E                         | Basis of Payment - Firm Daily Rate - Task Authorizations  |
| author with th                  | sideration of the Contractor satisfactorily completing all of its obligations under the rized Task Authorization (TA), the Contractor will be paid a Firm Daily Rate in accordance he basis of payment, in Annex B, as specified in the authorized TA. Customs duties are ded and Applicable Taxes are extra.   |
| Work,                           | da will not pay the Contractor for any design changes, modifications or interpretations of the unless they have been authorized, in writing, by the Contracting Authority before their oration into the Work.   |
| 6.2 Liı                         | mitation of Expenditure   |
| 1.                              | Canada's total liability to the Contractor under the Contract must not exceed \$ (To be completed at contract award) Customs duties are excluded and Applicable Taxes are extra.  |
| 2.                              | No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the |

Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
- b. four months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

#### 6.3 SACC Manual Clauses

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

## 6.4 Travel and Living Expenses

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

## 6.5 Payment of Invoices by Credit Card

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

a. Direct Deposit (Domestic and International).

## 7. 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:
  - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
  - One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

#### 8. Certifications and Additional Information

#### 8.1 Compliance

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

## 9. Applicable Laws

| The Contract must be interpreted a  | nd governed, | and the relations | between the parties |
|-------------------------------------|--------------|-------------------|---------------------|
| determined, by the laws in force in |              |                   |                     |

## 10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 2010C (2020-05-28), General Conditions Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the signed Task Authorizations (including all of their annexes, if any);
- (f) the Contractor's bid dated \_\_\_\_\_ (to be inserted at contract award)

## 11. Termination on Thirty Days Notice

- 11.1 Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.
- 11.2 In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

## 12. Insurance - Specific Requirements

The Contractor must comply with the insurance requirements specified at **Annex D – Insurance Requirement**. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection. The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## 13. Ownership Control

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

- (a) The Contractor warrants that it is not under ownership control of any non-resident entity (i.e. Individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other).
- (b) The Contractor shall advise the Minister of any change in ownership control for the duration of the contract.

- (c) The Contractor acknowledges that the Minister has relied on this warranty in entering into this Contract and that, in the event of breach of such warranty, or in the event that the Contractor's ownership control becomes under a non-resident entity, the Minister shall have the right to treat this Contract as being in default and terminate the contract accordingly.
- (d) For the purposes of this clause, a non-resident entity is any individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other residing outside of Canada.

#### 14. Closure of Government Facilities

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

## 15. Tuberculosis Testing

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

#### 16. Compliance with CSC Policies

- 16.1 The Contractor agrees that its officers, servants, agents and subcontractors will comply with all regulations and policies in force at the site where the work covered by this contract is to be performed.
- 16.2 Unless otherwise provided in the contract, the Contractor shall obtain all permits and hold all certificates and licenses required for the performance of the Work.
- 16.3 Details on existing CSC policies can be found on the <u>CSC website</u> or any other CSC web page designated for such purpose.

#### 17. Health and Labour Conditions

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

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

## 18. Identification Protocol Responsibilities

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

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

## 19. Dispute Resolution Services

The parties 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 <a href="mailto:boa-opo@boa-opo.gc.ca">boa-opo.gc.ca</a>.

## 20. Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the 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 <a href="mailto:boa-opo@boa-opo.qc.ca">boa-opo@boa-opo.qc.ca</a>.

## 21. Privacy

- 21.1 The Contractor acknowledges that Canada is bound by the Privacy Act, R.S.C. 1985, c. P-21, with respect to the protection of personal information as defined in that Act. The Contractor shall keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract, and shall not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract.
- 21.2 All such personal information is the property of Canada, and the Contractor shall have no right in or to that information. The Contractor shall deliver to Canada all such personal information in whatever form, including all copies, drafts, working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to this Contract, upon the completion or termination of the Contract, or at such earlier time as the Minister may request. Upon delivery of the personal information to Canada, the Contractor shall have no right to retain that information in any form and shall ensure that no record of the personal information remains in the Contractor's possession.

#### 22. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

#### 23. Information Guide for Contractors

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

## 24. Government Site Regulations

SACC Manual clause A9068C (2010-01-11), Government Site Regulations

#### ANNEX A - Statement of Work

The Correctional Service of Canada (CSC) has a requirement to provide shuttle services for it's Correctional Training Program (CTP) Recruits in the Kingston Region. These services are required on a weekday basis to transport recruits between different locations.

#### 1.1 RESPONSIBILITIES - GENERAL

The Contractor must:

- 1.1.1 The contractor must transport CTP recruits, up to 128 on any given weekday who will potentially be at different locations;
- 1.1.2 The service must be provided each regular working day as per the schedule provided on a weekly basis by the Project Manager.
- 1.1.3 The shuttle service is required to transport recruits from the National Training Academy no later than 07:45 each business day.
- 1.1.4 The shuttle service must provide round trip shuttle service to the Department of National Defense (DND) firearms range, the Frontenac Rifle and Pistol Club and other firearms ranges within the Kingston area. Schedule for transport to these firearms ranges will be based on the National Training Academy's (NTA) schedule.
- 1.1.5 Once per each CTP (up to 15 CTP's per fiscal year, up to 32 recruits per CTP) Shuttle service is required from place of recruit residence (NTA), to Fort Henry Kingston. Recruits must be transported to the Princess of Wales Own Regiment by 17:15hrs and return after 20:30hrs.

## 1.2 SHUTTLE BUS REQUIREMENTS:

The Contractor must provide:

- 1.2.1 The minimum passenger seating capacity, excluding the Operator, per bus must be thirty-two (32)
- 1.2.2 Shuttle buses must not be more than five (5) years old at any time during the entire Period of the contract;
- 1.2.3 Shuttle buses must have passenger access on the right side of each vehicle;
- 1.2.4 Shuttle buses must be equipped with steps, permitting easy ingress and egress on the right side of each vehicle;
- 1.2.5 Shuttle buses must be equipped with functioning seats and seat belts;
- 1.2.6 Shuttle buses must be equipped with luggage storage areas for gym bags and luggage requirements.
- 1.2.7 Shuttle buses must have functioning air conditioning systems for use during warm weather periods and functioning hot air heating for use during cold weather periods. An acceptable range in temperature is between 20 and 23 degrees Celsius;
- 1.2.8 If a shuttle bus becomes unserviceable, a replacement shuttle bus of equal standard or better must be provided within two (2) hours of the call being placed with the Contractor;



- 1.2.9 Shuttle buses must be properly maintained and serviced within manufacturers specifications to reduce the potential for breakdowns;
- 1.2.10 Shuttle buses must be cleaned on a daily basis to ensure an acceptable level of cleanliness (garbage removed, surfaces wiped clean if dirty, carpets vacuumed as needed) to ensure hygiene and safety are maintained;
- 1.2.11 Shuttle buses must have valid vehicle safety certificates, registration and insurance in accordance with all applicable Federal, Provincial (Ontario), and Municipal Regulations and Legislation for the duration of the contract;
- 1.2.12 Shuttle buses must only pick up/drop off passengers at designated stops;
- 1.2.13 Shuttle buses must adhere to the set schedule and adjust to meet timings;
- 1.2.14 Shuttle buses must be available for extra service in the event that an additional run is required to the firing range and back.
- 1.2.15 The Contractor is responsible for the purchase of gas, oil, insurance, parking charges, parking tickets, vehicle maintenance and any other costs related to this contract.
- 1.2.16 The Contractor must provide dedicated, licensed Operators and back-up licensed Operators as required.
- 1.2.17 All Operators and back-up Operators must meet the following requirements/perform the following tasks:
  - 1.2.17.1 The Contractor must ensure that the shuttle bus operators meet the standards of the Profession, be courteous and professional at all times, and provide quality service;
  - 1.2.17.2 The Contractor must ensure that the shuttle bus Operators have passed criminal records check and at any time during the entire period of the contract, must not have been convicted or found guilty within the preceding five (5) years of any offence under the Criminal Code of Canada:
  - 1.2.17.3 The Contractor must ensure that back-up Operators are available in case of illness or vacation for the entire period of the contract;
  - 1.2.17.4 The Contractor must ensure that the shuttle bus Operators possess a valid Provincial Class B or C License or as required for the vehicle being utilized by the Ontario Licensing system required to operate the vehicle during the entire period of the contract;
  - 1.2.17.5 The Contractor must ensure that Operators show the provincial vehicle safety certificate upon request.
- 1.2.18 The Contractor must ensure that all passengers produce a valid CSC issued identification card upon request;
- 1.2.19 The Contractor must ensure that Operators wear clothes and other apparel that are clean and suitable for a business environment;
- 1.2.20 The Contractor must ensure that Operators have a cellular telephone (or similar device) and a two-way radio while operating a bus, in case of emergency and to ensure smooth and efficient service. The Contractor must ensure that Operators keep the aisles in buses clear at all times; standing of passengers is not permitted;

- 1.2.21 The Contractor must ensure that shuttle buses are not permitted to idle at designated shuttle stops while stopped and waiting for the next departure, while the Operator is not on board or beyond a three (3) minute warm-up and/or cool down period;
- 1.2.22 The Contractor must ensure that Operators do not leave ignition key on board buses at designated shuttle stops while the Operator is not on board;
- 1.2.23 The Contractor must ensure that shuttle buses are not parking at designated shuttle stops during Operator breaks.

## Option for additional Work - Shuttle Transportation Services.

Services shall be provided under the Option on as-and-when requested basis. A Task Authorization (TA) process will be utilized to complete proposed locations not listed in the Statement of Work.

At its discretion, Correctional Service Canada wishes to have an option to engage members of the successful bidder's team with involvement in the shuttle transportation services to;

- Fort Henry for a graduation dinner;
- CSC Institutions.

The above includes, but does not limit the tasks associated with any TA or consultation. The TA will authorize the specific tasks required.

Deliverables will be specified within each Task Authorization (TA). The scope of work attached to each TA will identify the particular deliverable(s), tasks, and other relevant areas of consideration that are required to be implemented by the Contractor in the provision of services.

#### 1.3 Schedule:

Shuttle service will transport recruits from the Training Academy no later than 07:45 hrs and end with the last drop off 17:30hrs.

The shuttle bus service must be provided Monday through Friday, excluding Federal statutory holidays

#### 1.4 Administrative Requirement:

The Contractor must ensure the following requirements and/or tasks are met and/or performed:

All log sheets completed by Operators to gather statistical information regarding the number of passengers per run must be attached to monthly invoices;

In the event of a vehicle breakdown, accident or delay, CSC must be contacted immediately at (number to be provided upon contract award) and advised of the interruption in service. A written letter or report providing a detailed explanation of the reason for the service interruption may also be required from the Contractor;

Correctional Service Canada must be verbally advised immediately of any problems encountered with the clients using the shuttle service. A written letter or report providing a detailed account of any situation if a problem arises must be required by the Contractor within the two (2) business days following the problem.

## 1.5 Location of work:

The Contractor must perform the work at:

- National Training Academy 443 Union Street West, Kingston ON
- Department of National Defense Weapons Range Highway 15, Kingston ON
- Frontenac Gun and Pistol Club 1096 McAdoo's Lane, Kingston ON
- Fort Henry 1 Fort Henry Drive, Kingston ON
- CSC Firearm ranges (locations to be determined)
  - a. No travel is anticipated for performance of the work under this contract.

## 1.6 Language of Work:

The Contractor must perform all work in English and Bilingual. A Bilingual service is a preference.



## ANNEX B - Proposed Basis of Payment

#### 1.0 Contract Period

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to this Contract.

For the provision of services as described in Annex A - Statement of Work, the Contractor will be paid the all inclusive firm daily rate(s) below in the performance of this Contract, Applicable Taxes extra.

Contract Period (From: to: ) (12 month) (To be completed at contract award)

| Resource           | Estimated Number of Days | Firm Daily Rate | Total |
|--------------------|--------------------------|-----------------|-------|
| Shuttle & Operator | 225                      | \$              | \$    |
|                    |                          | TOTAL           | \$    |

## 2.0 Options to Extend the Contract Period:

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

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

Option Period 1 (From: to: ) (12 month) (To be completed at contract award)

| Resource           | Estimated Number of Days | Firm Daily Rate | Total |
|--------------------|--------------------------|-----------------|-------|
| Shuttle & Operator | 225                      | \$              | \$    |
|                    |                          | TOTAL           | \$    |

Option Period 2 (From: to: ) (12 month) (To be completed at contract award)

| Resource           | Estimated Number of Days | Firm Daily Rate | Total |
|--------------------|--------------------------|-----------------|-------|
| Shuttle & Operator | 225                      | \$              | \$    |
|                    |                          | TOTAL           | \$    |

## 3.0 Applicable Taxes

- (a) All prices and amounts of money in the contract are exclusive of Applicable Taxes, unless otherwise indicated. Applicable Taxes are extra to the price herein and will be paid by Canada.
- (b) The estimated Applicable Taxes of \$\frac{To Be Inserted at Contract Award}{\text{averd}}\$ are included in the total estimated cost shown on page 1 of this Contract. The estimated Applicable Taxes will be

incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which taxes do not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of Applicable Taxes paid or due.

## 4.0 Payment by Credit Card

Canada requests that bidders complete one of the following:

| (a) | ( ) Government of Canada Acquisition Cards (credit cards) will be accepted for payment.     |
|-----|---|
|     | The following credit card(s) are accepted:  Master Card:                                    |
| (b) | ( ) Government of Canada Acquisition Cards (credit cards) will not be accepted for payment. |

The bidder is not obligated to accept payment by credit card. Acceptance of credit cards for payment will not be considered as an evaluation criteria.

#### ANNEX C - Evaluation Criteria

#### 1.0 Technical Evaluation:

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

It is <u>imperative</u> that the proposal <u>address each of these criteria</u> 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

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

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

## **Mandatory Criteria:**

M1 The Bidder resource must have a minimum of two (2) years of experience in providing shuttle services in a strict scheduled environment.

## Bidders must provide the following details as to how the stated experience was obtained:

- 1. Name of the client organization(s) and contact information;
- 2. The total number of years/months of experience performing the above mentioned.
- The start and end dates of the assignment(s);
- 4. Details about the work performed by the proposed resource on the assignment(s) including deliverables:
- 5. A reference that can confirm the proposed resource's experience.

The Bidder's experience must have been acquired in the past five (5) years prior to date of bid closing.

## Annex D - Insurance Requirement

## **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)
  - 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 Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - 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.
  - I. 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.

## **Automobile Liability Insurance**

- 1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
- 2. The policy must include the following:
  - a. Third Party Liability \$2,000,000 Minimum Limit per Accident or Occurrence
  - b. Accident Benefits all jurisdictional statutes
  - c. Uninsured Motorist Protection
  - d. Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of cancellation.
  - e. OPCF/SEF/QEF #6c Public Passenger Vehicles Endorsement
  - f. OPCF/SEF/QEF #6f Public Passenger Vehicles Combined Limits for Passengers and road liability Passenger Hazard/Bodily Injury Minimum Limits required:

to 12 Passengers: \$5,000,000

13 or more Passengers: \$8,000,000

g. Liability for Physical Damage to Non-owned Automobiles: Ontario OPCF 27 or 27B / Quebec: QEF #27 / Other Provinces: SEF#27

# Annex E - Task Authorization Annexe F - Autorisation de tâche

Contract Number – Numéro du contrat

| Contractor`s Name and Addres   | ss – Nom et   |  | rization (TA) No. – No de  |
|--|---|--|--|
| adresse de l'entrepreneur  |   | l'autorisatio  | n de tâche (AT)  |
|  |   | Title of the t   | ask, if applicable – Titre de la   |
|  |   | tâche, s'il y  |  |
|  |   |  | ated Cost of Task (applicable  |
|  |   | taxes extra)   |  |
|  |   | applicables  | stimatif de la tâche (taxes  |
|  |   | арріісавісз  | en sus)  |
|  |   | \$   |  |
| Security Requirements: This ta   |   |  |  |
| _  |   | •  | xigences relatives à la sécurité   |
|  | If YES, refer to the  | Security Req   | uirements Checklist (SRCL)   |
| included in the Contract   | Si Oll Voir la Liete  | a da várificatio   | on des exigences relatives à la  |
| sécurité   | Si OOi, voii la Liste   | e de verilication  | on des exigences relatives à la  |
| For Revision only – Aux fins   | de révision seule   | ement  |  |
| TA Revision Number, if   | Total Estimated (   |  | Increase or Decrease   |
| applicable   | (applicable taxes   | •  | (applicable taxes extra), as   |
| Numéro de révision de l'AT,  | before the revision Coût total estimate   |  | applicable   |
| s'il y a lieu  | tâche (taxes appl   |  | Augmentation ou réduction (taxes applicables en sus),  |
|  | `   |  | s'il y a lieu  |
|  | SUS)  |  |  |
|  | sus)  |  | •  |
|  | \$  |  | \$   |
| Start of the Work for a TA: Go   | \$ oods cannot D  |  | \$ vaux pout l'AT : Les biens ne   |
| be delivered until the TA has  | \$ oods cannot D been p   | euvent pas é   | \$ vaux pout l'AT : Les biens ne ètre livrés avant que l'AT soit   |
|  | \$ oods cannot D been p   | euvent pas é   | \$ vaux pout l'AT : Les biens ne   |
| be delivered until the TA has authorized in accordance winconditions of the contract.  1. Required Work: - Travaux   | \$ oods cannot D been p th the a  | euvent pas é<br>utorisée con                                     | \$ vaux pout l'AT : Les biens ne  etre livrés avant que l'AT soit  formément au contrat.   |
| be delivered until the TA has authorized in accordance wiconditions of the contract.  1. Required Work: - Travaux A. Task Description of the Good  | \$ oods cannot D been p th the a  requis: ods Required and D  | euvent pas é<br>utorisée con<br>Delivery Locat                   | \$ vaux pout l'AT : Les biens ne  etre livrés avant que l'AT soit  formément au contrat.   |
| be delivered until the TA has authorized in accordance winconditions of the contract.  1. Required Work: - Travaux   | \$ oods cannot D been p th the a  requis: ods Required and D  | euvent pas é<br>utorisée con<br>Delivery Locat                   | \$ vaux pout l'AT : Les biens ne  etre livrés avant que l'AT soit  formément au contrat.   |
| be delivered until the TA has authorized in accordance wire conditions of the contract.  1. Required Work: - Travaux  A. Task Description of the Good biens requis et addresses d'ex   | \$ cods cannot D cheen p th the a code requis: cods Required and D code reduction See Attac   | euvent pas é<br>utorisée con<br>Delivery Locat<br>hed – Ci-Joint | \$ vaux pout l'AT : Les biens ne etre livrés avant que l'AT soit formément au contrat.  ions – Description de tâche :                                      |
| be delivered until the TA has authorized in accordance winconditions of the contract.  1. Required Work: - Travaux  A. Task Description of the Good biens requiset addresses d'extended list of goods recorded.  | \$ oods cannot D been p th the a  requis: ods Required and D pédition See Attac   | Delivery Locations –   | \$ vaux pout l'AT : Les biens ne etre livrés avant que l'AT soit formément au contrat.  ions – Description de tâche :                                      |
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| be delivered until the TA has authorized in accordance wiconditions of the contract.  1. Required Work: - Travaux  A. Task Description of the Good biens requise t addresses d'extended list of goods rebiens requise t des addresses  B. Basis of Payment – Base de | \$ cods cannot Description is been point to the point is code and point is code and code and code and code and deliver description is payment.  | Delivery Locations –  Ty locations –  The Locations –            | \$ vaux pout l'AT : Les biens ne etre livrés avant que l'AT soit formément au contrat.  ions – Description de tâche : □ En conformité avec la liste des    |
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| Conformément aux quantités requises et aux prix  | cified in Annex A of the Contract –<br>unitaires précisés à l'Annexe A du contrat.  |
|--|---|
| D. Method of Payment – Méthode de payment  |   |
| As per article 6. Payment of the contract - Confo  | rmément à l'article 6. Paiement du contrat.   |
|  |   |
|  |   |
| O Authorization(s) Autorization(s)   |   |
| 2. Authorization(s) – Autorisation(s)  |   |
| By signing this TA, the authorized client and (or) the CSC Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the contract.                                    | En apposant sa signature sur l'AT, le client autorisé et (ou) l'autorité contractante du SCC atteste(nt) que le contenu de cette AT respecte les conditions du contrat.   |
| The client's authorization limit is identified in the contract. When the value of the TA and its revisions is in excess of this limit, the TA must be forwarded to the CSC Contracting Authority for authorization | La limite d'autorisation du client est<br>précisée dans le contrat. Lorsque la<br>valeur de l'AT et ses révisions dépasse<br>cette limite, l'AT doit être transmise à<br>l'autorité contractante du SCC pour<br>autorisation. |
| Name and title of authorized client – Nor  |   |
|  |   |
|  |   |
| Signature  | Date  |
|  |   |
| Signature  CSC Contracting Authority – Au  |   |
|  |   |
| CSC Contracting Authority – Au   | torité contractante du SCC  |
| CSC Contracting Authority – Au   | torité contractante du SCC  Date  |
| CSC Contracting Authority – Authority – Signature  | torité contractante du SCC  Date  |
| CSC Contracting Authority – Authority – Signature  | torité contractante du SCC  Date  epreneur  zed to sign for the Contractor  |
| CSC Contracting Authority – Au  Signature  3. Contractor's Signature – Signature de l'entr   | torité contractante du SCC  Date  epreneur  zed to sign for the Contractor  |