



REQUEST FOR PROPOSALS / DEMANDE DE PROPOSITIONS

**PROPOSALS MUST BE SUBMITTED BY
EMAIL ONLY TO THE FOLLOWING ADDRESS:**

soumissionbid@sac-isc.gc.ca

**LES PROPOSITIONS DOIVENT ÊTRE
ACHEMINÉES UNIQUEMENT PAR COURRIEL
À L'ADRESSE SUIVANTE :**

soumissionbid@sac-isc.gc.ca

**Proposal To: Indigenous Services
Canada (ISC)**

We hereby offer to sell to Her Majesty the Queen in right of Canada, as represented by the Minister of Indigenous Services Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the services listed herein and on any attached sheets at the price(s) set out thereof.

**Proposition à : Services aux
Autochtones Canada
(SAC)**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, représenté par le ministre de Services aux Autochtones Canada conformément aux modalités et conditions énoncées par référence dans la présente et aux annexes ci-jointes, les services énumérés ici sur toute feuille ci-annexées, au(x) prix indiqué(s).

Page 1 of 30		Page 1 de 33	
Title – Sujet			
Delivery Services of Laboratory (lab) Specimens – Thompson, Manitoba Services de livraison d'échantillons de laboratoire – Thompson, Manitoba			
Solicitation No. – N° de l'invitation		Date	
1000233457-A		August 24, 2022 / 24 août 2022	
Client Reference No. – N° référence du client			
1000233457-A			
BuyandSell No. – N° Achatsetventes			
PW-22-01005098			
File No. – N° de dossier		Amendment No. / Modification N°	
Solicitation Closes – L'invitation prend fin			Time Zone / Fuseau horaire
at – à 02:00 PM / 14 hr on – le September 19, 2022 / 19 septembre 2022			Eastern Daylight Time (EDT) / Heure avancée de l'Est (HAE)
Address Inquiries to : - Adresser toutes questions à :			Buyer Id – Id de l'acheteur
christine.Madore@sac-isc.gc.ca			CE8
Telephone No. – N° de téléphone :			
873-354-1376			
Destination of Services / Destination des services :			
Thompson, Manitoba			
Security / Sécurité :			
There are security requirements associated with this requirement. Ce besoin comporte des exigences relatives à la sécurité.			

Vendor/firm Name and address

Raison sociale et adresse du fournisseur/de l'entrepreneur

Facsimile No. / N° de télécopieur

Telephone No. / N° de téléphone

Name and title of person authorized to sign on behalf of Vendor/firm (type or print) /

Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)

Signature

Date



June 2022 Medium Complexity Bid Solicitation and Resulting Contract

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION 4

1.1 SECURITY REQUIREMENTS4

1.2 STATEMENT OF WORK.....4

1.3 DEBRIEFINGS4

PART 2 - BIDDER INSTRUCTIONS 5

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS5

2.2 SUBMISSION OF BIDS.....5

2.3 FORMER PUBLIC SERVANT.....5

2.4 ENQUIRIES - BID SOLICITATION.....6

2.5 APPLICABLE LAWS.....7

2.6 BID CHALLENGE AND RECOURSE MECHANISMS.....7

PART 3 - BID PREPARATION INSTRUCTIONS 8

3.1 BID PREPARATION INSTRUCTIONS8

ATTACHMENT 1 TO PART 3, PRICING SCHEDULE 10

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION 11

4.1 EVALUATION PROCEDURES.....11

4.2 BASIS OF SELECTION.....12

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION 13

5.1 CERTIFICATIONS REQUIRED WITH THE BID13

5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION13

PART 6 - RESULTING CONTRACT CLAUSES 14

6.1 SECURITY REQUIREMENTS14

6.2 STATEMENT OF WORK.....15

6.3 STANDARD CLAUSES AND CONDITIONS15

6.4 TERM OF CONTRACT15

6.5 AUTHORITIES15

6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS16

6.7 PAYMENT16

6.8 INVOICING INSTRUCTIONS17

6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION.....17

6.10 APPLICABLE LAWS.....18

6.11 PRIORITY OF DOCUMENTS18

6.12 TRANSPORTATION OF DANGEROUS GOOD/HAZARDOUS PRODUCTS **ERROR! BOOKMARK NOT DEFINED.**

6.13 INSURANCE - SPECIFIC REQUIREMENTS18

6.14 DISPUTE RESOLUTION.....18

6.15 JOINT VENTURE (IF APPLICABLE)18

ANNEX "A" 20

STATEMENT OF WORK20

APPENDIX 1 TO ANNEX "A" 23

DELIVERY LOG23



ANNEX "B" 24
 BASIS OF PAYMENT 24

ANNEX "C" 25
 SECURITY REQUIREMENTS CHECK LIST 25

ANNEX "D" 27
 SECURITY REQUIREMENTS AGREEMENT 27

ANNEX "E" 30
 INSURANCE REQUIREMENTS - COMMERCIAL GENERAL LIABILITY INSURANCE 30



PART 1 - GENERAL INFORMATION

1.1 Security Requirements

1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
 - (b) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

1.2 Statement of Work

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

1.3 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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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](#) (2022-03-29) 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: 60 days

Insert: 120 days

2.2 Submission of Bids

Bids must be submitted electronically only to Indigenous Services Canada (ISC) by the date, time and e-mail address indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by any other means to ISC will not be accepted.

2.3 Former Public Servant

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

Definitions

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

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

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



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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** () **No** ()

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 5 calendar 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.

2.5 Applicable Laws

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

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.

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submits its bid electronically in accordance with section 8 of the 2003 standard instructions and as amended in Part 2 - Bidder Instructions, Article 2.1 Standard Instructions, Clauses and Conditions. Bidders are required to provide their bid in a single transmission. The total size of the email, including all attachments, **must not exceed 10 megabytes (MB)**. It is solely the Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications
Section IV: Additional Information

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Pricing Schedule detailed below under Attachment 1 to Part 3, Pricing Schedule.

3.1.1 Electronic Payment of Invoices – Bid

Bidders will accept Direct Deposit (Domestic and International) for payment of invoices.

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

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

3.1.2 Exchange Rate Fluctuation

[C3011T](#) (2013-11-03), Exchange Rate Fluctuation

3.1.3 SACC Manual Clauses

Section III: Certifications

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

Section IV: Additional Information

In Section IV of their bid, bidders should provide:

1. their legal name;
2. their Procurement Business Number (PBN);
3. the name of the contact person (provide also this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;
4. for Part 2, article 2.3, Former Public Servant, of the bid solicitation: the required answer to each question; and, if the answer is yes, the required information;
5. for Part 1, article 1.1, Security Requirement, of the bid solicitation:
 - a) for each individual who will require access to classified or protected information, assets or sensitive work sites:



- 1) the name of the individual;
- 2) the date of birth of the individual; and
- 3) if available, information confirming the individual meets the security requirement as indicated in Part 6 - Resulting Contract Clauses.



ATTACHMENT 1 TO PART 3, PRICING SCHEDULE

The Bidder must complete this pricing schedule and include it in its financial bid. The financial evaluation will be based on the sum of the all-inclusive firm rate price for the Initial Contract Period, including all Option Periods. All price must be in Canadian Dollars (CAD) and must not include applicable taxes.

A - Initial Contract Period: From November 1, 2022 to October 31, 2024 - *Estimated Number of Days 509*

Price Per Day - Weekday - Pickup and Delivery Location				
Daily Trips	From	To	Time	All-inclusive Firm Rate (Per pickup and delivery)
Trip 1	Thompson Airport	Thompson General Hospital	By 10:00 a.m.	\$
Trip 2	Thompson Airport	Thompson General Hospital	5:30 p.m.	\$
Trip 3	Thompson General Hospital	Thompson Airport	By 10:00 a.m.	\$

B - Option Year 1: November 1, 2024 to October 31, 2025 - *Estimated Number of Days 253*

Price Per Day - Weekday - Pickup and Delivery Location				
Daily Trips	From	To	Time	All-inclusive Firm Rate \$ (Per pickup and delivery)
Trip 1	Thompson Airport	Thompson General Hospital	By 10:00 a.m.	\$
Trip 2	Thompson Airport	Thompson General Hospital	5:30 p.m.	\$
Trip 3	Thompson General Hospital	Thompson Airport	By 10:00 a.m.	\$

The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 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 Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Attention Bidders: Write beside each of the criteria the relevant page number(s) from your proposal which addresses the requirement identified in the criteria.

Item	Mandatory Technical Criteria	Reference to proposal (Bidder must insert the page #)	Reserved for ISC	
			Pass	Fail
M1	<p>Company Profile</p> <p>The Bidder must provide a summary page outlining the following information:</p> <ul style="list-style-type: none"> a. Company overview; b. Legal business name; c. Operating name, if different than Legal business name; d. Number of years in business; and e. Business Number. 			
M2	<p>Company Experience</p> <p>The Bidder must have a minimum of three (3) years of experience (36 months) in providing delivery services on a daily scheduled basis in Thompson, Manitoba, by the closing date of this Request for Proposal (RFP).</p> <p>To demonstrate this experience, the Bidder must provide the following information for each project:</p> <ul style="list-style-type: none"> a) Short description of the services provided to the client; b) The duration for which the services were rendered, in the following format (month/year) to (month/year); c) the client reference name, title, organization name, telephone number and email address for whom the services were provided. The Project Authority may contact the client reference to confirm the information provided by the 			



Item	Mandatory Technical Criteria	Reference to proposal (Bidder must insert the page #)	Reserved for ISC	
			Pass	Fail
	<p>company.</p> <p><i>ISC reserves the right to contact the named client reference to verify the accuracy and veracity of the information provided in the Bidder's proposal. Should ISC choose to contact the client references and should one (1) or more named reference provide a negative reference regarding the accuracy or veracity of the Bidder's proposal, the proposal will be deemed non-compliant and given no further consideration.</i></p>			
M3	<p>Proposed Drivers - Driver's Licence - Province of Manitoba</p> <p>The Bidder must propose drivers that each hold a valid driver's licence in the province of Manitoba.</p> <p>To demonstrate compliance, for each proposed resource, the Bidder must provide a proof of the driver's licence, a photocopy will be accepted and must be submitted with the bid.</p>			
M4	<p>Business Licensing - Province of Manitoba</p> <p>The Bidder must demonstrate holding a business licensing in the Province of Manitoba to carry out of the work described in the Statement of Work under Annex A.</p> <p>To demonstrate compliance, the Bidder must provide a proof of business licensing in the Province of Manitoba, a photocopy of the business licensing will be accepted and must be submitted with the bid.</p>			

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.



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 Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 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.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

SACC Manual clause [A3005T](#) (2010-08-16), Status and Availability of Resources

5.2.3.2 Education and Experience

SACC Manual clause [A3010T](#) (2010-08-16), Education and Experience

5.2.3.3 Insurance - Specific Requirements

SACC Manual clause [G1001C](#) (2013-11-06), Insurance Specific Requirements



PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

1. Pursuant to the Policy on Government Security, the nature of the services to be provided under this contract requires a valid Government of Canada (GoC) personnel Security Screening at the level of **Reliability Status** for the Contractor, authorized resources and any sub-contractors to be assigned to conduct the work.
2. Prior to the commencement of the work, the Contractor and each authorized resources involved in the performance of the work under this contract must each hold a valid Security Screening at the level of **Reliability Status** during the lifetime of the contract.
3. The Contractor and its personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid Security Screening at the level of **Reliability Status**.
4. The Contractor MUST NOT possess or safeguard **PROTECTED** information/assets at their organization's premises until written permission from the security in contracting team of Indigenous Services Canada (ISC). After permission has been granted, these tasks may be performed up to the level of **Protected A**.
5. The Contractor MUST NOT remove any **Sensitive** information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restrictions.
6. The Contractor MUST NOT utilize its Information Technology (IT) systems to electronically process, produce or store any sensitive information.
7. Subcontracts are not to be awarded without the prior written permission from the security in contracting team of ISC.
8. Any substitute or alternate resource proposed for this contract:
 - a) must be approved by the Security and Emergency Services Divisions of Indigenous Services Canada; and
 - b) Must hold a valid GoC Security Screening at the level of **Reliability Status**, before gaining access to designated information or assets.
9. Under this contract, if a Contractor submits a resource who is subsequently found to not meet the Security requirements, the Department may immediately terminate the contract with no obligation to replace the resource with a resource from the same Contractor or to pay any invoice for work undertaken by this resource.
10. This contract only has force or effect for as long as the Security Screening at the level of **Reliability Status** is valid. During the lifetime of this contract, if the Security Screening issued prior to the commencement of the work, be suspended or revoked the contract shall be terminated immediately and the Contractor shall have no claim against Her Majesty or the Minister as a result of the termination. The Contractor shall be paid for satisfactory work performed up to the time of termination pursuant to the terms of the Contract.



11. The Contractor must comply with the provisions of the:

- a) Security Requirements Agreement, attached as Annex D; and
- b) Policy on Government Security <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578>

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

[2010C](#) (2022-01-28), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from November 1, 2022 to October 31, 2024 inclusive.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) 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 15 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.

6.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Contract.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Christine Madore
Title: Senior Procurement Expert
Indigenous Services Canada
Materiel and Assets Management Directorate

Address: 10 Wellington Street, Gatineau, Quebec, K1A 0H4
Telephone: 873-354-1376
E-mail address: Christine.Madore@sac-isc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform



work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Project Authority (IDENTIFIED AT CONTRACT AWARD)

The Project Authority for the Contract is:

Name: _____

Title: _____

Indigenous Services Canada

Address: _____

Telephone: ____-____-_____

Facsimile: ____-____-_____

E-mail address: _____

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

6.5.3 Contractor's Representative (IDENTIFIED AT CONTRACT AWARD)

Name: _____

Title: _____

Address: _____

Telephone: ____-____-_____

Facsimile: ____-____-_____

E-mail address: _____

6.6 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.

6.7 Payment

6.7.1 Basis of Payment

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of Payment in Annex B. Customs duties are excluded and Applicable Taxes are extra.

6.7.2 Limitation of Expenditure (IDENTIFIED AT CONTRACT AWARD)

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are included 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% 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.

6.7.3 Method of Payment - Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

6.7.4 SACC Manual Clauses

SACC *Manual* clause [A9117C](#) (2007-11-30) T1204 - Direct Request by Customer Department

6.7.5 Electronic Payment of Invoices - Contract

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

- a) Direct Deposit (Domestic and International)

6.8 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.

Each invoice must be supported by:

- a. a copy of the release document and any other documents as specified in the Contract;
 - b. a copy of the invoices;
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.

6.9 Certifications and Additional Information

6.9.1 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.



6.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor - REMOVED

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Manitoba.

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions [2010C](#) (2022-01-28), General Conditions - Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) Annex D, Security Requirements Agreement; and
- (g) the Contractor's bid dated _____ (**IDENTIFIED AT CONTRACT AWARD**).

6.12 Insurance - Specific Requirements

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

6.13 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

6.14 Joint Venture (if applicable)

The contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members: (list all the joint venture members named in the contractor's bid).



With respect to the relationship among the members of the joint venture contractor, each member agree, represents and warrants (as applicable) that:

1. _____ has been appointed as the “representative member” of the joint venture contractor and has full authority to act as agent for each member regarding all matters relating to the contract;
2. By giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor;
3. All payments made by Canada to the representative member will act as a release by all the members.

All the members agree that Canada may terminate the contract in its discretion if there is a dispute among the members that, in Canada’s opinion, affects the performance of the work in any way.

All the members are jointly and severally or solidarily liable for the performance of the entire contract.

The contractor acknowledges that any change in the membership of the joint venture (i.e. a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject of the assignment provisions of the general conditions.



ANNEX "A"

STATEMENT OF WORK

SW1 TITLE

Delivery Services of Laboratory (lab) Specimens – Thompson, Manitoba

SW2 INTRODUCTION

The Department of Indigenous Services Canada (ISC), First Nations and Inuit Health Branch (FNIHB) Nursing Stations requires delivery services of laboratory specimens. The services include all labour, material, equipment, transportation and supervision.

SW3 OBJECTIVE OF THE REQUIREMENT

The Contractor must pick up coolers containing lab specimens from the Thompson Airport twice daily and deliver to Thompson General Hospital same day. Empty coolers and corresponding paperwork must be picked up once a day and delivered to Thompson Airport.

SW4 BACKGROUND AND SPECIFIC SCOPE OF THE REQUIREMENT

Lab specimens collected from patients in FNIHB's Nursing Stations are packaged in a cooler and sent via air transport to Thompson General Hospital for testing. The lab specimens are kept refrigerated before forwarding, unless otherwise indicated. When ready to forward, an ice pack is enclosed to assist in maintaining temperature. To maintain the proper conditions (viability) of the lab specimens, FNIHB requires a vendor that will promptly pick up the lab coolers from the Thompson Airport and deliver to Thompson General Hospital. Any delays could negatively impact the integrity of the lab specimens and subsequently affect the testing.

SW5 TASKS, ACTIVITIES, DELIVERABLES AND MILESTONES

The Contractor will provide daily delivery services according to the following schedules:

- 5.1 Provide **two daily trips** from the Thompson Airport (1 Airport Rd, Thompson, Manitoba, R8N 1M9) to transport full coolers to drop off at the Thompson General Hospital (871 Thompson Drive South, Thompson, Manitoba R8N 0C8).
 - 5.1.1 First daily trip from Thompson Airport to Thompson General Hospital must be completed by 10:00 a.m.
 - 5.1.2 The second daily trip from Thompson airport to hospital must include pick up of any shipments from the last scheduled flight at 17:30.
- 5.2 Provide **one daily trip** to pick up empty coolers from Thompson General Hospital.
 - 5.2.1 Ensure all received coolers have their corresponding shipping documents such as Government Bill of Ladings (GBL) from Indigenous Services Canada - FNIHB to deliver to airport.
 - 5.2.2 This trip must be completed by 10:00 a.m.
- 5.3 There will be **no pick-ups or deliveries** on weekends and on the following Statutory Holidays:



- New Year's Day - January 1st
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day – July 1st
- Civic Day (1st Monday in August)
- Labour Day (1st Monday in September)
- Thanksgiving (2nd Monday in October)
- Remembrance Day - November 11
- Christmas Day – December 25
- Boxing Day – December 26

SW6 SPECIFICATIONS AND STANDARDS

- 6.1 Specimens in coolers must be delivered same day. Due to the viability of the lab specimens, there can be no avoidable delivery delays in Thompson.
- 6.2 All coolers must be closed and secured for transportation and must be identified/labeled as 'Biological Product'.
- 6.3 The contractor's drivers must hold and maintain a valid driver's licence issued by the Province of Manitoba at all times for the duration of this contract.

SW7 REPORTING REQUIREMENTS

- 7.1 The contractor will submit to the Project Authority a written monthly usage report including volume of shipments and number of pick up and deliveries.
- 7.2 Monthly invoices must include the signature of goods received documentation that shall be provided to the Contractor daily. Invoices shall be verified by Indigenous Services Canada against shipping documents.
- 7.3 A 'Delivery Log' in an Excel format (refer to Appendix 1 to Annex A) is to be completed by the Contractor and to be remitted with the monthly invoices.

SW8 INDIGENOUS SERVICES CANADA OBLIGATION

- 8.1 The department will provide Government Bill of Ladings (GBL) to the Contractor to ensure coolers get shipped on time.
- 8.2 All coolers will be closed and secured for transportation and identified/labeled as 'Biological Product'.

SW9 CONTRACTOR'S OBLIGATIONS

- 9.1 Take reasonable and proper care of all Government Property while it is in its possession or subject to its control.
- 9.2 Responsible for contents within its possession from point of receipt to point of delivery.
- 9.3 Responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.



9.4 Contact the Project Authority if there are any problems with scheduled delivery services outlined in section SW5 above.

9.5 Meet the requirements set out in this Statement of Work and the resulting contract.

SW10 LOCATION OF WORK, WORK SITE AND DELIVERY POINT

All work will be performed within the city of Thompson, Manitoba.

SW11 LANGUAGE OF WORK

English.

SW12 INSURANCE REQUIREMENTS

The Contractor shall provide a valid Certificate of Insurance coverage (refer to Annex E).

APPENDIX 1 TO ANNEX "A"

DELIVERY LOG

Date (Day/Month/Year)	Weekday	Time	Pick up Location	Drop off Location	Comments / Notes / Complete	Contractor Initials
	Monday	10:00 AM	Thompson Airport	to Thompson Hospital (No Later than 10am) To pick up Full Coolers		
		5:30 PM	Thompson Airport	to Thompson Hospital (Last scheduled flight 5:30 PM) To Pick up Last Shipments		
		10:00 AM	Thompson Hospital	To Thompson Airport (to be completed by 10:00 AM) Pick up Empty Coolers & ensure coolers have corresponding shipping documents such as Government Bill of Ladings (GBL) from Indigenous Services Canada - FNIHB		
	Tuesday	10:00 AM	Thompson Airport	to Thompson Hospital (No Later than 10am) To pick up Full Coolers		
		5:30 PM	Thompson Airport	to Thompson Hospital (Last scheduled flight 5:30 PM) To Pick up Last Shipments		
		10:00 AM	Thompson Hospital	To Thompson Airport (to be completed by 10:00 AM) Pick up Empty Coolers & ensure coolers have corresponding shipping documents such as Government Bill of Ladings (GBL) from Indigenous Services Canada - FNIHB		
	Wednesday	10:00 AM	Thompson Airport	to Thompson Hospital (No Later than 10am) To pick up Full Coolers		
		5:30 PM	Thompson Airport	to Thompson Hospital (Last scheduled flight 5:30 PM) To Pick up Last Shipments		
		10:00 AM	Thompson Hospital	To Thompson Airport (to be completed by 10:00 AM) Pick up Empty Coolers & ensure coolers have corresponding shipping documents such as Government Bill of Ladings (GBL) from Indigenous Services Canada - FNIHB		
	Thursday	10:00 AM	Thompson Airport	to Thompson Hospital (No Later than 10am) To pick up Full Coolers		
		5:30 PM	Thompson Airport	to Thompson Hospital (Last scheduled flight 5:30 PM) To Pick up Last Shipments		
		10:00 AM	Thompson Hospital	To Thompson Airport (to be completed by 10:00 AM) Pick up Empty Coolers & ensure coolers have corresponding shipping documents such as Government Bill of Ladings (GBL) from Indigenous Services Canada - FNIHB		
	Friday	10:00 AM	Thompson Airport	to Thompson Hospital (No Later than 10am) To pick up Full Coolers		
		5:30 PM	Thompson Airport	to Thompson Hospital (Last scheduled flight 5:30 PM) To Pick up Last Shipments		
		10:00 AM	Thompson Hospital	To Thompson Airport (to be completed by 10:00 AM) Pick up Empty Coolers & ensure coolers have corresponding shipping documents such as Government Bill of Ladings (GBL) from Indigenous Services Canada - FNIHB		



ANNEX "B"

BASIS OF PAYMENT

A - Initial Contract Period: From November 1, 2022 to October 31, 2024

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid the all inclusive firm rate as specified below:

Price Per Day - Weekday - Pickup and Delivery Location				
Daily Trips	From	To	Time	All-inclusive Firm Rate (Per pickup and delivery)
Trip 1	Thompson Airport	Thompson General Hospital	By 10:00 a.m.	\$
Trip 2	Thompson Airport	Thompson General Hospital	5:30 p.m.	\$
Trip 3	Thompson General Hospital	Thompson Airport	By 10:00 a.m.	\$

A - Initial Contract Period - Total Estimated Cost: \$_____ (IDENTIFIED AT CONTRACT)

B - Option to Extend the Term of the Contract

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

B - Option Year 1: November 1, 2024 to October 31, 2025

The Contractor will be paid an all inclusive firm rate as specified below:

Price Per Day - Weekday - Pickup and Delivery Location				
Daily Trips	From	To	Time	All-inclusive Firm Rate (Per pickup and delivery)
Trip 1	Thompson Airport	Thompson General Hospital	By 10:00 a.m.	\$
Trip 2	Thompson Airport	Thompson General Hospital	5:30 p.m.	\$
Trip 3	Thompson General Hospital	Thompson Airport	By 10:00 a.m.	\$

B - Option Year 1 - Total Estimated Cost: \$_____ (IDENTIFIED AT CONTRACT)



ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST

Contract Number / Numéro du contrat: 1000233457-A
Security Classification / Classification de sécurité: Unclassified

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

Form containing contract information, physical information, information technology, personnel security screening, and a summary chart table.



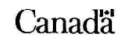
Contract Number / Numéro du contrat: 1000233457-A
Security Classification / Classification de sécurité: Unclassified

PART D – AUTHORIZATION / PARTIE D – AUTORISATION

This signature page will be added at Contract Award.
Cette page de signature sera ajoutée lors de l'attribution du contrat.

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité: Unclassified





ANNEX "D"

SECURITY REQUIREMENTS AGREEMENT

Company name: _____

Request for proposal: 1000233457-A

Contract #: _____

1. Physical Security Transportation and Safeguard Requirements

It is important to properly safeguard sensitive information. This will assist in reducing the risk of unauthorized access, disclosure or compromise of **Sensitive** information.

1.1 Physical Safeguards:

The Protected documents must be safeguarded in a locked security container with access restricted to the contractor only.

	Protected A
Container	Key locked container
Facility	Restricted access room within office/home

Definitions:

Protected information: Information for which unauthorized disclosure, destruction, interruption, removal or modification could reasonably be expected to cause injury to an individual, organization or government which lies outside the national interest.

Protected A: Could cause injury. A few examples: Personal data such as names, birth dates, home address and telephone number, linguistic profiles, salary figures, Social Insurance Numbers.

Protected B: Could cause serious injury. A few examples: Several Protected A information compiled, business or client information such as: commercial financial, scientific, or technical information, loss of competitive advantage, legal opinion, medical record.

1.2 Transportation

1.2.1 Transportation of Paper Records:

- **Protected** documents must be securely packaged in folders carried in an approved locked briefcase.
- Sensitive information must be kept under the constant control of the contractor, including during meals and during travel.
- While on contractor premises, portable media devices containing sensitive information are equivalent to paper records and are to be physically stored within an appropriate security container such as those listed above.



1.2.2 Prevention Tips While in Transit:

- Prior to travel: Make an inventory of information.
- Public Areas: Sensitive information must never be read, displayed, discussed or used in public areas.
- Overnight Stopovers: Information is not to be left unattended.
- Travelling by Car: Locked in trunk while travelling. Never to be left unattended in vehicle.
- Travelling by Air: Bring with you as a carry-on.
- Hotels/Conference Centers: Be careful about sensitive conversations in hotel conference rooms.
- Never use hotel reception staff or devices to fax, receive or copy sensitive information. Ensure all participants have the proper security clearance and the need-to-know.
- In the event a device or a document is lost or stolen, it must be reported immediately to the Department.

1.2.3 Discussion:

- Sensitive information must never be read, displayed, discussed or used in public areas.
- Be careful about sensitive conversations in hotel conference rooms. Ensure everyone in the conference room has the proper security screening level, the need-to-know and that the door is closed.
- Do not use a wireless device to discuss sensitive matters. Use a wired telephone to discuss **Sensitive** matters.

2. IT Security requirements:

The Contractor is not authorized to utilize its Information Technology (IT) systems to electronically process, produce or store any sensitive information

3. Inspection

An authorized representative of the Government shall have the right to inspect, at reasonable intervals, the Contractor's methods and facilities for compliance with the Policy on Government Security requirements and this Agreement. The Contractor shall cooperate with the authorized representative and provide such information as the authorized representative may require in regard to any such inspections. Should the Government determine that the Contractor is not in compliance, it shall submit a written report to the Contractor advising of the deficiencies and follow-up on the deficiencies until they are rectified to the satisfaction of the department.

4. Security Costs

The Department shall not be liable for any costs or claims of the Contractor arising out of this Agreement or instructions issued hereunder.



SECURITY AGREEMENT

I, _____ (Contractor) and authorized resources will fulfill the duties as contractor working under the contract _____, as set out below, to the best of our abilities.

1. Will abide by all of Indigenous Services Canada (ISC) security clauses and requirements included in this contract. Acknowledge receipt and understand these existing clauses and requirements, and promise to familiarize with any amendments to them, forthwith after receipt of such amendments.
2. Understand and agree that information received in the process of performing our duties in relation to this contract is subject to the Policy on Government Security and may be also subject to the Privacy Act, and will remain the property of CIRNAC/ISC. Without the prior written authorization of CIRNAC/ISC or of the person to whom the information relates, this information can only be viewed by myself and authorized resources and may only be used for the purposes of this contract on behalf of CIRNAC/ISC.
3. Agree to notify ISC authorities of any unauthorized access, disclosure or misuse of the sensitive information of which we become aware and will provide full details of the incident immediately noting the corrective action taken to prevent a recurrence of the incident.
4. Understand and agree that any additional resources authorized to perform work under this contract will also abide by all of ISC security clauses and requirements included in this contract.

I, the undersigned, UNDERSTAND, AGREE AND CONSENT TO COMPLY WITH THE ABOVE:

Contractor:

PRINT NAME: _____

SIGNATURE: _____

DATE: _____

CIRNAC/ISC Project Authority:

PRINT NAME: _____

SIGNATURE: _____

DATE: _____



ANNEX "E"

INSURANCE REQUIREMENTS - COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.