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## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

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

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

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

### **2. Summary**

CSC is looking to award a maximum of four (4) Standing Offers for the provision of elevating device inspection and maintenance at the following locations:

- ✓ Atlantic Institution located in Renous, New Brunswick.
- ✓ Dorchester Penitentiary located in Dorchester, New Brunswick.
- ✓ Springhill Institution located in Springhill, Nova Scotia
- ✓ Nova Institution located in Truro, Nova Scotia

The Contractor must provide excavation services, snow removal and clearance services on an as and when required basis at one or more of the CSC locations listed above. The objective will be primarily but not limited to hauling of snow to designated snow dumps located on the institutional reserve, pushing of snow banks and snow dumps to allow storage space for future storms and exposing and subsequent backfilling underground services for emergency and/or maintenance repairs to infrastructure as well as other miscellaneous grounds work.

The Contractor must submit a service report signed by the Departmental Representative with an invoice.

- The Identified User is Correctional Service Canada, Atlantic Region-Maintenance and Engineering/Technical Services



- The period of the Standing Offer is from April 1<sup>st</sup>, 2023 to March 31<sup>st</sup>, 2024; if the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional four (4) one (1) year period, from April 1<sup>st</sup>, 2024 to March 31<sup>st</sup>, 2028

### **3. Revision of Departmental Name**

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

### **4. Debriefings**

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

### **5. Procurement Ombudsman**

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$26,400 for goods and \$105,700 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at [the Office of the Procurement Ombudsman email address](#), by telephone at 1-866-734-5169, or by web at [the Office of the Procurement Ombudsman website](#). For more information on OPO's services or to determine if your concerns are within the Ombudsman's mandate, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).



## **PART 2 - OFFEROR INSTRUCTIONS**

### **1. Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the Request for Standing Offer (RFSO) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada.

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

The 2006 (2022-12-01) Standard Instructions - Request for Standing Offer - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

**Delete: sixty (60) days**

**Insert: one hundred and twenty (120) days**

### **2. Submission of Offers**

Offerors must submit their offer only to Correctional Service of Canada (CSC) by the date, time and at the bid submission email address indicated on page 1 of the request for standing offers (RFSO).

#### **Section 06 Late offers of 2006 Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:**

**Delete: Section 06 in its entirety.**

**Insert: 06 Late offers:**

For offers submitted by email, Canada will delete offers delivered after the stipulated RFSO closing date and time. Canada will keep records documenting receipt of late offers by email.

#### **Section 07 Delayed offers of 2006 Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:**

**Delete: Section 07 in its entirety.**

**Insert: 07 Delayed offers:**

Canada will not accept any delayed offers.

#### **Section 08 Transmission by facsimile or by E-Post Connect of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:**

**Delete: Section 08 in its entirety.**

**Insert: 08 Transmission by email**

- a. Unless specified otherwise in the RFSO, Offerors must submit their offer to the CSC bid submission email address indicated on page 1 of the RFSO document. This email address is the only acceptable email address for Offerors to submit their offer in response to this RFSO.
- b. Offerors may transmit their offer at any time prior to the RFSO closing date and time.



- c. Offerors should include the RFSO number in the subject field of their email.
- d. Canada will not be responsible for any failure attributable to the transmission or receipt of the offer by email including, but not limited to, the following:
  - i. Receipt of a garbled, corrupted or incomplete offer;
  - ii. Availability or condition of the email service;
  - iii. Incompatibility between the sending and receiving equipment;
  - iv. Delay in transmission or receipt of the offer;
  - v. Failure of the Offeror to properly identify the offer;
  - vi. Illegibility of the offer;
  - vii. Security of offer data;
  - viii. Failure of the Offeror to send the offer to the correct email address;
  - ix. Connectivity issues; or
  - x. Email attachments that are blocked or not received even though the Offeror's email has been successfully delivered.
- e. CSC will send an acknowledgement of receipt of the Offeror's email by email from the bid submission email address provided for the submission of offers. This acknowledgement will confirm only the receipt of the Offeror's email and will not confirm if all of the Offeror's email attachments have been received, may be opened nor if their contents are readable. CSC will not respond to follow-up emails from Offerors requesting confirmation of attachments.
- f. Offerors must ensure they are using the correct email address for offer submission and should not rely on the accuracy of copying and pasting the email address from the RFSO cover page.
- g. A offer transmitted by an Offeror to the CSC bid submission email address constitutes the Offeror's formal offer, and must be submitted in accordance with section 05 of 2006, Standard Instructions - Request for Standing Offers Goods or Services - Competitive Requirements.
- h. Offerors are to note that CSC's email system has a limit of 10 MB per single email message. CSC's email system will reject emails with the following attachments: batch files, executable files, and image files in the following formats: JPEG, GIF, TIFF. Canada will not accept encrypted emails or emails that include attachments with passwords.

**Section 09 Customs clearance of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is deleted in its entirety.**

CSC recommends that offerors submit their response to the requirements of this request for standing offer in typewritten format.

Offerors must ensure that any handwritten information included in their offer is clearly legible in order to allow CSC to complete the offer evaluation. CSC reserves the right, at its sole and entire discretion, to disregard any handwritten information which it determines to be illegible when assessing whether offers comply with all of the requirements of the request for standing offer including, if applicable, any and all evaluation criteria.

### **3. Former Public Servant**

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



## Definitions

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

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

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

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

## Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES ( ) NO ( )**

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

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

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

## Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

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

## 4. Enquiries - Request for Standing Offer

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





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

## **5. Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in New Brunswick and/or Nova Scotia (depending on the institution's province)

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



### **PART 3 - OFFER PREPARATION INSTRUCTIONS**

#### **1. Offer Preparation Instructions**

CSC requests that offerors provide their offer in separate sections as follows:

Section I: Technical Offer: **one (1) electronic copy in PDF format**

Section II: Financial Offer: **one (1) electronic copy in PDF format**

Section III: Certifications: **one (1) electronic copy in PDF format**

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

**Offerors should submit their technical offer and financial offer in two (2) separate documents.**

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

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content;
- (b) use a numbering system that corresponds to that of the Request for Standing Offer;
- (c) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

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

- 1) Include all environmental certification(s) relevant to their organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to their product/service (e.g. Forest Stewardship Council (FSC), ENERGYSTAR, etc.)

#### **Section I: Technical Offer**

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

#### **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

#### **Section III: Certifications**

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



## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. Evaluation Procedures**

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

#### **1.1. Technical Evaluation**

##### **1.1.1 Mandatory Technical Criteria**

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

#### **1.2 Financial Evaluation**

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

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

### **2. Basis of Selection**

#### **2.1 Mandatory Technical Criteria Only**

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

**2.2** It is anticipated a maximum of four (4) standing offers will be recommended for use as a result of this solicitation. Bidders can bid on all, some or one of the following Sites. Bid submissions must clearly indicate which Sites are being bid on.

The lowest priced responsive bids will be recommended for issuance of standing offers, in accordance with the following:

- Site 1 Atlantic Institution, Renous, NB
- Site 2 Dorchester Penitentiary, Dorchester, NB
- Site 3 Springhill Institution, Springhill, NS
- Site 4 Nova Institution for Women, Truro, NS

If more than one responsive bid is received for each sites, we anticipate recommending the issuance of standing offers as per this ratio:

- 1) lowest priced responsive bid: 100% of the allocated funds.



## **PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

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

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

#### **1.1 Integrity Provisions – Declaration of Convicted Offenses**

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

#### **1.2 Integrity Provisions – Required documentation**

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



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

List of Names:

_____	_____
_____	_____
_____	_____
_____	_____

**OR**

- The Offeror is a partnership

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

**1.3 Education and Experience**

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

**1.4 Certification:**

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



## **PART 6 - INSURANCE REQUIREMENTS**

### **1. Insurance Requirements**

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a Standing Offer as a result of the request for Standing Offer, can be insured in accordance with the Insurance Requirements specified in Part B - Resulting Contract Clauses, Section 7.

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



**PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

**A. STANDING OFFER**

**1. Offer**

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

**2. Institutional Access Requirements**

- 2.1 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.
- 2.2 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.

**3. Standard Clauses and Conditions**

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada.

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

**3.1 General Conditions**

2005 (2022-12-01) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

**4. Term of Standing Offer**

**4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from April 1<sup>st</sup>, 2023 to March 31<sup>st</sup>, 2024.

**4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional four (4) one (1) year periods, from April 1<sup>st</sup>, 2024 to March 31<sup>st</sup>, 2028, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

**5. Authorities**

**5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Jason St-Onge  
Title: Regional Contract Officer  
Correctional Service of Canada  
Branch or Directorate: Atlantic Region/RHQ Finance/Material Management



Address: 1045 Main Street, 2<sup>nd</sup> Floor, Moncton, NB E1C 1H1  
Telephone: (506) 269-3765  
E-mail address: jason.st-onge@csc-scc.gc.ca

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

## 5.2 Project Authority

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

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

## 5.3 Offeror's Representative

The Authorized Contractor's Representative is:

Name:  
Title:  
Company:  
Address:  
Telephone:  
E-mail address:

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

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2019-01 of the Treasury Board Secretariat of Canada.

## 7. Identified Users

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

Correctional Service of Canada  
Atlantic Region.  
Engineering and Maintenance/Technical Services

## 8. Call-up Instrument

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

## 9. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$100,000.00 for site 1 to 3 and \$50,000.00 for site 4 (Applicable Taxes included).

## 10. Financial Limitation

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





The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or four (4) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## **11. Priority of Documents**

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

- a) the call-up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2022-12-01), General Conditions - Standing Offers - Goods or Services
- d) the supplemental general conditions 4013 (2022-06-20) – Compliance with On-Site Measures, Standing Orders, Policies, and Rules
- e) the general conditions 2010C (2022-12-01), General Conditions - Services (Medium Complexity), apply to and form part of the Contract.
- f) Annex A, Statement of Work;
- g) Annex B, Basis of Payment;
- h) the Offeror's offer dated \_\_\_\_\_.

## **12. Certifications and Additional Information**

### **12.1 Compliance**

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

## **13. Applicable Laws**

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

## **B. RESULTING CONTRACT CLAUSES**

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

### **1. Statement of Work**

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

### **2. Standard Clauses and Conditions**

#### **2.1 General Conditions**

2010C (2022-12-01), General Conditions - Services (Medium Complexity), apply to and form part of the Contract.



## **2.2 Supplemental General Conditions**

### **4013 (2022-06-20) – Compliance with On-Site Measures, Standing Orders, Policies, and Rules**

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

## **3. Term of Contract**

### **3.1 Period of the Contract**

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

## **4. Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2019-01 of the Treasury Board Secretariat of Canada.

## **5. Payment**

### **5.1 Basis of Payment**

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

### **5.2 Limitation of Price**

SACC Manual clause C6000C (2017-08-17) Limitation of Price

### **5.3 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.

### **5.4 SACC Manual Clauses**

SACC Manual clause A9117C (2007-11-30), T1204 - Direct Request by Customer Department

SACC Manual clause C0710C (2007-11-30), Time and Contract Price Verification

SACC Manual clause C0705C (2010-01-11), Discretionary Audit

### **5.5 Travel and Living Expenses**

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

### **5.6 Electronic Payment of Invoices – Contract**

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

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



## 6. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## 7. Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified below. 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.

### 7.1 Commercial General Liability Insurance

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



- j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
- o. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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

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

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

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

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

## **8. Liability**

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

## **9. 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:



- 9.1 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).
- 9.2 The Contractor must advise the Minister of any change in ownership control for the duration of the contract.
- 9.3 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 must have the right to treat this Contract as being in default and terminate the contract accordingly.
- 9.4 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.

## **10. Closure of Government Facilities**

- 10.1 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.
- 10.2 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.

## **11. Tuberculosis Testing**

- 11.1 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.
- 11.2 Failure to provide proof of and results of a tuberculin test may result in the termination of the contract.
- 11.3 All costs related to such testing will be at the sole expense of the Contractor.

## **12. Compliance with CSC Policies**

- 12.1 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.
- 12.2 Unless otherwise provided in the contract, the Contractor must obtain all permits and hold all certificates and licenses required for the performance of the Work.
- 12.3 Details on existing CSC policies can be found on the [CSC website](#) or any other CSC web page designated for such purpose.

## **13. Health and Labour Conditions**

- 13.1 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.
- 13.2 The Contractor must comply with all laws concerning health and labour conditions applicable to the performance of the Work or part thereof and must also require compliance of same by all its subcontractors when applicable.
- 13.3 The Contractor upon any request for information or inspection dealing with the Work by an authorized representative of a Public Entity must forthwith notify the Project Authority or His Majesty.



13.4 Evidence of compliance with laws applicable to the performance of the Work or part thereof by either the Contractor or its subcontractor must be furnished by the Contractor to the Project Authority or His Majesty at such time as the Project Authority or His Majesty may reasonably request."

#### **14. 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:

14.1 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;

14.2 During attendance at any meeting, the Contractor or Contractor Representatives must identify themselves as such to all meeting participants;

14.3 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 himself 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

14.4 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.

#### **15. Dispute Resolution Services**

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at [the Office of the Procurement Ombudsman email address](#), by telephone at 1-866-734-5169, or by web at [the Office of the Procurement Ombudsman website](#). For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit [the Office of the Procurement Ombudsman website](#).

#### **16. Contract Administration**

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at [the Office of the Procurement Ombudsman email address](#), by telephone at 1-866-734-5169, or by web [the Office of the Procurement Ombudsman website](#). For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit [the Office of the Procurement Ombudsman website](#).

#### **17. Privacy**

17.1 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 must keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract, and must not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract.

17.2 All such personal information is the property of Canada, and the Contractor must have no right in or to that information. The Contractor must 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 must have no right to retain that information in any form and must ensure that no record of the personal information remains in the Contractor's possession.

### **18. Information Guide for Contractors**

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



**ANNEX A - STATEMENT OF WORK**

**Title :** Regional Heavy Equipment & Excavation Services non-Mandatory Standing Offer

**Objective**

The Contractor must provide excavation services, snow removal and clearance services on an as and when required basis at one or more of the CSC locations in Table 1.1 below. The objective will be primarily but not limited to hauling of snow to designated snow dumps located on the institutional reserve, pushing of snow banks and snow dumps to allow storage space for future storms and exposing and subsequent backfilling underground services for emergency and/or maintenance repairs to infrastructure as well as other miscellaneous grounds work.

<p><b>Atlantic Institution</b> 13175 Route 8 Renous, New Brunswick E9E 2E1</p> <p>Chief Facilities Management: Tel: (506) 623-4204 Fax: (506) 623-4288</p>	<p><b>Dorchester Penitentiary</b> 4902 Main Street Dorchester, New Brunswick E4K 2Y9</p> <p>Chief Facilities Management: Tel: (506) 379-4507 Fax: (506) 379-4641</p>
<p><b>Springhill Institution</b> 330 McGee Street Springhill, Nova Scotia B0M 1X0</p> <p>Chief Facilities Management: Tel: (902) 597-0190 ext 2190 Fax: (902) 597-3262</p>	<p><b>Nova Institution</b> 180 James Street Truro, Nova Scotia B2N 6R8</p> <p>Chief Facilities Management: Tel: (902) 597-0190 ext 2190 Fax: (902) 597-3262</p>

**TABLE 1.1: Correctional Service Canada Locations**

1.1 Description

The work covered under this Standing Offer Agreement comprises the supply and maintenance of various heavy equipment with operators on an as and when required basis at the Correction Service Canada’s location(s) specified herein.

1.2 References

- .1 Canada Labour Code Part II.
- .2 The New Brunswick Occupational Health and Safety Act, 1991.
- .3 The Nova Scotia Occupational Health and Safety Act, 1996.

1.3 Workmanship

- .1 The Workmanship will be of a uniformly high standard and in accordance with generally accepted trade practice.
- .2 The Operators must be qualified to perform all required tasks, as directed by the Chief, Facilities Management or their delegate.
- .3 The Work to be carried out without impeding roads, roadways and access ways.

1.4 Equipment

- .1 The Contractor must provide to CSC a list of equipment to include year, make and model, as specified in Section 3.2.2





.2 The Equipment must be inspected and accepted by the Chief, Facilities Management or their delegate prior to commencement of work.

.3 The Equipment is subject to inspection and acceptance by the Chief, Facilities Management or their delegate at all times. Equipment found to be unacceptable must be repaired or replaced within four (4) working hours by the supplier at their expense.

.4 The Contractor must ensure that rubber tires only be used on equipment for snow clearing operations on paved surfaces unless otherwise approved by the Chief, Facilities Management or their delegate.

#### 1.5 Setting out of Work

.1 The Chief, Facilities Management or their delegate will set stakes to define location, alignment and elevations of work.

.2 The Chief, Facilities Management or their delegate to provide supplier with locations of underground services prior to any excavation.

.3 The Contractor will receive confirmation from the Chief, Facilities Management or their delegate that gas utility company has verified that area of work is free of natural gas lines prior to carrying out any excavation.

#### 1.6 Delivery Points

.1 Mobilization of equipment to and from the CSC locations will be at the Contractor's expense.

.2 The Chief, Facilities Management or their delegate will advise the Contractor as to the exact location for delivery within the area of work.

.3 The supplier must have his primary location/equipment storage within 50km of the institution(s) where the service is taking place.

#### 1.7 Contractor's use of the site on a per Call-Up Basis

.1 The Work site access will be directed by the Chief, Facilities Management or their delegate.

.2 Movement around the site is subject to restrictions laid down by the Chief, Facilities Management or their delegate.

.3 The Contractor must not encumber the site with materials or equipment in an unreasonable manner.

#### 1.8 Guarantee

The Contractor must guarantee all workmanship for a period of one year after acceptance by the Chief, Facilities Management or their delegate. The Contractor, at their own expense, will rectify any defects which may develop during this period, to the satisfaction of the Chief, Facilities Management or their delegate.

#### 1.9 Codes and Standards

.1 The Contractor must perform work to enforce safety measures standards in accordance with the Canadian Labour Code Part II, the New Brunswick Occupational Health and Safety Act and the Nova Scotia Occupational Health and Safety Act.

.2 The Contractor must be registered with WorkSafeNB and/or Worker's Compensation Board of Nova Scotia and provide proof of such to CSC prior to award of contract.

.3 The Contractor must comply with the requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage and disposal of hazardous materials; labelling and provision of Material Safety Data Sheets acceptable to Human Resources and Skills Development Canada and health Canada.

.4 The work must meet or exceed requirements of specified standards, codes and referenced documents. In event of conflict between any provisions of above authorities, the most stringent provision will apply.

#### 1.10 Overloading

The Contractor is responsible to ensure that no part of the work performed subjects adjacent structures to unsafe loads or permanent deformation.



### 1.11 Clean up

On completion of all work, the Contractor must remove all surplus material, tools, equipment and debris. The site must be left in a clean and tidy condition, which meets the satisfaction of the Chief, Facilities Management or their, delegate. The Contractor must not remove any salvageable material or equipment from the job site without permission from the Chief, Facilities Management or their delegate.

### 1.12 Work Requisition

- .1 All work is to be done only when directed by the Chief, Facilities Management or their delegate.
- .2 The Contractor must provide service on an on as required basis, when requested by the Chief, Facilities Management or their delegate;
- .3 The Contractor must advise the Chief, Facilities Management or their delegate of the telephone number at which they or their representatives may be contacted at any time;
- .4 The Contractor, after the standing offer is signed by both parties, will be advised by the Chief, Facilities Management or their delegate, in writing, the names of CSC staff authorized to request service. The work undertaken at the request of others will be entirely at the Contractor's risk with regard to payment.
- .5 The Contractor must not refuse any calls for service and will respond within 24 hours to service calls and 4 hours on emergency calls related to repairs to underground infrastructure.
- .6 When a service is required, the Chief, Facilities Management or their delegate will notify the Contractor via call-up and detail the requirements in said call-up.

### 1.13 Quantities and Basis of Payment

- .1 The work performed under this Standing Offer Agreement will be paid as per Annex B-Basis of Payment. The Contractor must accept the payment as full consideration for everything furnished and done by him/her with respect to the work.
- .2 The Contractor must submit rates in accordance with the specification. Such prices must include supervision, expenses, tools, equipment, and transportation (travel time to and from the suppliers base of operation must be included in the rates provided).
- .3 Equipment used for this standing offer agreement are to be a model year 2005 or newer. Equipment older than 2005 will require a full inspection completed by a Provincial Motor Vehicle Inspector at owner's expense before it is allowed on institutional property.
- .4 Use of equipment with operators will be measured in hourly rates for time on site and working.
- .5 If Equipment is no longer required due to weather conditions or other circumstances there will be no minimum daily hours.
- .6 The supplier is required to submit invoices within four weeks of completed work outlining the dates of services rendered, equipment used and hours worked. CSC work order number must appear on the invoice.
- .7 Time charged and contract price may be verified by Chief, Facilities Management or their delegate before and/or after payment is made under the terms of this Standing Offer.

## **Health, Safety and Environmental Requirements;**

### 2.1 References

- .1 Canada Labour Code, Part II, Canada Occupational Safety and Health Regulations.
- .2 National Building Code of Canada, 2015.

### 2.2 Regulatory Requirements

The Contractor must do the work in accordance with the safety requirements measures of the National Building Code of Canada 2015, the Canada Labour Code Part II, the New Brunswick Occupational Health and Safety Act and WorkSafeNB provided that in any case of conflict or discrepancy the more stringent requirements will apply.



### 2.3 Responsibility

.1 The Contractor is responsible for the health and safety of all persons on site. The Contractor must also be responsible for the protection of property, persons and the environment on, or adjacent to the site, as far as the work may affect these.

.2 The Contractor and their employees must comply with all safety requirements specified in the Contract Documents as well as all applicable federal, provincial and local statutes, regulations, ordinances and with the supplier's site-specific Health and Safety Plan including any and all implemented Covid-19 protocols.

.3 As outlined in the Canada Labour Code Part II, the Contractor is responsible to provide a site-specific Health and Safety Plan. Prior to award the contractor's Health and Safety Plan is to be submitted and approved by the Chief, Facilities Management or their delegate.

.4 As per the Canada Labour Code Part II, it is the Contractor's responsibility to employ their own Lock Out/Tag Out program to ensure that equipment is not energized by other personnel while they are working in or around equipment.

.5 It is the Contractor's responsibility to ensure that all their employees are provided all Personal Protective Equipment (PPE) necessary to perform all work, including but not limited to hard hats, safety glasses, footwear and safety vests, must be worn at all times.

### 2.4 Unforeseen Hazards

Should any unforeseen or peculiar hazards safety-related factor, hazard, or condition become evident during performance of work, the Contractor must have procedures in place to facilitate the Employee's Right to Refuse Work in accordance with applicable Occupational Health & Safety Acts and Regulations. The Contractor must advise the Chief, Facilities Management or their delegate verbally and in writing of any employee who exercises this right.

### 2.5 Correction of Non-Compliance

.1 The Contractor must immediately address health and safety issues, identified by the authority having jurisdiction or by the Chief, Facilities Management or their delegate.

.2 The Contractor must provide to the Chief, Facilities Management or their delegate a written report of action taken to correct non-compliance of health and safety issues identified.

.3 The Chief, Facilities Management or their delegate may stop work if non-compliance of health and safety regulations is not corrected.

### 2.6 Work Stoppage

The Contractor must give precedence to safety and health of public and site personnel and protection of environment over cost and schedule considerations for work.

### 2.7 Rubbish and Waste Materials

.1 Rubbish and waste materials are to be kept to a minimum.

.2 Burning of rubbish is prohibited.

.3 Remove all rubbish from work site at end of work day, or shift, or as directed.

### 2.8 Disposal of Wastes

.1 The Contractor must not bury rubbish and waste materials on site unless approved by the Chief, Facilities Management or their delegate.

.2 The Contractor must not dispose of waste or volatile materials, such as mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers.

### 2.9 Spill Protection

The Contractor must have adequate clean up materials for any potential hazardous materials used in the completion of the work (ie. foams, fuels, oils, lubricants, etc). Spill kits are required on all work sites and must be supplied by the Contractor. In the event of fuel or hydraulic leaks, the equipment must be shut down and not moved from site until cleared by the Chief, Facilities Management or their delegate



2.10 Flammable and Combustible Liquids

- .1 The current National Fire Code of Canada must govern the handling, storage and use of flammable and combustible liquids
- .2 Flammable and combustible liquids such as gasoline, kerosene and naphtha must be kept for ready to use quantities not exceeding 45 liters provided they are stored in approved safety cans bearing Underwriters' Laboratory of Canada or Factory Mutual seal of approval. The storage quantities of flammable and combustible liquids exceeding 45 liters for work purposes requires permission of the Chief, Facilities Management or their delegate.
- .3 The transfer of flammable and combustible liquids is prohibited within the buildings or jetties.
- .4 The transfer of flammable and combustible liquids will not be carried out in vicinity of open flames or any type of heat-producing devices.
- .5 Flammable liquids having a flash point below 38°C such as naphtha or gasoline must not be used as solvents or cleaning agents.

**Equipment**

This section specifies requirements for the supply, maintenance and operators for heavy equipment.

3.1 Equipment Supply & Conditions

The equipment provided for the purpose of this agreement must be accepted at the risk of the Contractor for the duration of the contract.

3.2 Equipment

- .1 No claim, demand or legal proceeding is to be brought against the Crown in respect to damage of equipment caused by negligence of the operator.
- .2 The following equipment or equivalent equipment is required for this Standing Offer Agreement:

Equipment Description	Equipment Capacity	Available Equipment Quantity			
		Dorchester	Springhill	Atlantic	Nova
Excavator A	with bucket capacity range (heaped) from 0.4 to 0.8 cubic meters, with ditching bucket or hydraulic thumb if required and attachments and operating weight approximately 15,000 kilograms	1	1	1	1
Excavator B	with bucket capacity range (heaped) from 0.4 to 1.5 cubic meters, with ditching bucket and attachments with operating weight approximately 21,000 kilograms	1	1	1	1
100hp -150hp bulldozer	with flywheel power equal to 80 horsepower equipped with power angle and 6 way tilt blades	1	1	1	1
Loader	flywheel power with a capacity of 160 - 230 horsepower	1	1	1	1
Backhoe Loader	with a flywheel power equal to 75 horsepower or greater	1	1	1	1
Tandem dump truck	with 15 Cu Yd Box box	3	2	1	1
Compactor	Walk-behind vibrating compactor /plate tamper (w/operator)	1	1	1	1
Other Specialized Equipment	-Grader -Loader with large capacity snow blower -Other	1	1	1	1

**TABLE 3.1 – Equipment Availability**



- .3 The licensed and inspected must be in accordance with provincial regulations.
- .4 Must be equipped with standard night working lights.
- .5 Must be equipped with back-up beeper and horn.
- .6 Must repair any damage to equipment expeditiously.
- .7 Must maintain the equipment in good running order for duration of the contract.
- .8 The Contractor at their expense will carry out lubrication and fluid level checks, along with all minor on site repairs and maintenance. The Contractor must be responsible for supplying proper fluids, lubricants, filters and tools for all onsite maintenance. The Contractor must also be responsible, at their expense, for the proper disposal of waste oils, filters and containers.
- .9 The Contractor's equipment operators will be fully licensed in accordance with provincial requirements and workmanship to be performed to an industry standard.

### 3.3 Constraints

- .1 Upon arrival to the site, the Contractor's operators must register their names into the institutional Visitor's Register maintained at the Institution's principal entrance, with the times of arrival and departures in accordance with security requirements.
- .2 The Contractor must be required to provide a minimum of three trucks in Dorchester and 2 trucks in Springhill if required for snow hauling operation.



**ANNEX B - PROPOSED BASIS OF PAYMENT**

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

**1.0 Professional Services provided with a Firm Price:**

The Contractor is required to submit an invoice for all service rendered, outlining the dates of the services rendered, detail work performed. Payment will be made 30 days after completion and to the satisfaction of the Chief Facilities Management or his/her delegate for the Crown and upon receipt of invoice.

Each item listed in the tables includes wages, travelling time and costs, allowances, supervision, liabilities as employer, insurance, the use of all tools, tackle, etc., overhead, profit and all other liabilities whatsoever.

The quantity entered in column four in each table for items 1 through 9 are estimated for the service of as and when required and does not infer that all the quantities for that time will be utilized or that the quantities may not be exceeded. (Item 10 will not be part of the evaluation process.)

<b>Dorchester Penitentiary</b> 4902 Main Street Dorchester, New Brunswick E4K 2Y9				Initial SOA Year April 1 <sup>st</sup> , 2023 to March 31 <sup>st</sup> , 2024		Option Year 1 April 1 <sup>st</sup> , 2024 to March 31 <sup>st</sup> , 2025		Option Year 2 April 1 <sup>st</sup> , 2025 to March 31 <sup>st</sup> , 2026		Option Year 3 April 1 <sup>st</sup> , 2026 to March 31 <sup>st</sup> , 2027		Option Year 4 April 1 <sup>st</sup> , 2027 to March 31 <sup>st</sup> , 2028	
Item	Class of Service	Unit of Measure	Estimated Quantity	Price per Unit	Total	Price per Unit	Total	Price per Unit	Total	Price per Unit	Total	Price per Unit	Total
1	Excavator small (15 metric ton cap.)	Hour	80	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
2	Excavator medium (21 metric ton cap.)	Hour	80	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
3	Bulldozer (100hp-150hp)	Hour	40	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
4	Loader (160hp - 230hp)	Hour	160	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
5	Backhoe (>75 hp)	Hour	80	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
6	Tandem dump truck (15 cu. yd. box)	Hour	280	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
7	Compactor (walk behind w/operator)	Hour	40	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
8	Flagger/labor	Hour	120	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
9	Other specialized equipment	Hour	80	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
10	Materials, testing, parts and other supplies Net landed cost plus 20% markup. Requires Departmental Representative approval before acquiring. Dept. Representative may request original receipts)	Predetermined amount 20% markup											
<b>Totals</b>				\$	\$	\$	\$	\$	\$	\$	\$	\$	\$



Springhill Institution 330 McGee Street PO Box 2140 Springhill, Nova Scotia B0M 1X0				Initial SOA Year April 1 <sup>st</sup> , 2023 to March 31 <sup>st</sup> , 2024		Option Year 1 April 1 <sup>st</sup> , 2024 to March 31 <sup>st</sup> , 2025		Option Year 2 April 1 <sup>st</sup> , 2025 to March 31 <sup>st</sup> , 2026		Option Year 3 April 1 <sup>st</sup> , 2026 to March 31 <sup>st</sup> , 2027		Option Year 4 April 1 <sup>st</sup> , 2027 to March 31 <sup>st</sup> , 2028	
Item	Class of Service	Unit of Measure	Estimated Quantity	Price per Unit	Total	Price per Unit	Total	Price per Unit	Total	Price per Unit	Total	Price per Unit	Total
1	Excavator small (15 metric ton cap.)	Hour	80	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
2	Excavator medium (21 metric ton cap.)	Hour	80	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
3	Bulldozer (100hp-150hp)	Hour	40	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
4	Loader (160hp - 230hp)	Hour	120	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
5	Backhoe (>75 hp)	Hour	80	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
6	Tandem dump truck (15 cu. yd. box)	Hour	240	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
7	Compactor (walk behind w/operator)	Hour	40	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
8	Flagger/labor	Hour	120	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
9	Other specialized equipment	Hour	80	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
10	Materials, testing, parts and other supplies Net landed cost plus 20% markup. Requires Departmental Representative approval before acquiring. Dept. Representative may request original receipts)	Predetermined amount 20% markup											
Totals				\$		\$		\$		\$		\$	



<b>Atlantic Institution</b> 13175 Route 8 PO Box 102 Renous, New Brunswick E9E 2E1				<b>Initial SOA Year</b> April 1 <sup>st</sup> , 2023 to March 31 <sup>st</sup> , 2024		<b>Option Year 1</b> April 1 <sup>st</sup> , 2024 to March 31 <sup>st</sup> , 2025		<b>Option Year 2</b> April 1 <sup>st</sup> , 2025 to March 31 <sup>st</sup> , 2026		<b>Option Year 3</b> April 1 <sup>st</sup> , 2026 to March 31 <sup>st</sup> , 2027		<b>Option Year 4</b> April 1 <sup>st</sup> , 2027 to March 31 <sup>st</sup> , 2028	
Item	Class of Service	Unit of Measure	Estimated Quantity	Price per Unit	Total	Price per Unit	Total	Price per Unit	Total	Price per Unit	Total	Price per Unit	Total
1	Excavator small (15 metric ton cap.)	Hour	60	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
2	Excavator medium (21 metric ton cap.)	Hour	60	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
3	Bulldozer (100hp-150hp)	Hour	40	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
4	Loader (160hp - 230hp)	Hour	100	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
5	Backhoe (>75 hp)	Hour	80	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
6	Tandem dump truck (15 cu. yd. box)	Hour	150	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
7	Compactor (walk behind w/operator)	Hour	40	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
8	Flagger/labor	Hour	80	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
9	Other specialized equipment	Hour	60	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
10	Materials, testing, parts and other supplies Net landed cost plus 20% markup. Requires Departmental Representative approval before acquiring. Dept. Representative may request original receipts)	Predetermined amount 20% markup											
<b>Totals</b>				\$		\$		\$		\$		\$	





<b>Nova Institution for Women</b> 180 James Street Truro, Nova Scotia B2N 6R8				Initial SOA Year April 1 <sup>st</sup> , 2023 to March 31 <sup>st</sup> , 2024		Option Year 1 April 1 <sup>st</sup> , 2024 to March 31 <sup>st</sup> , 2025		Option Year 2 April 1 <sup>st</sup> , 2025 to March 31 <sup>st</sup> , 2026		Option Year 3 April 1 <sup>st</sup> , 2026 to March 31 <sup>st</sup> , 2027		Option Year 4 April 1 <sup>st</sup> , 2027 to March 31 <sup>st</sup> , 2028	
Item	Class of Service	Unit of Measure	Estimated Quantity	Price per Unit	Total	Price per Unit	Total	Price per Unit	Total	Price per Unit	Total	Price per Unit	Total
1	Excavator small (15 metric ton cap.)	Hour	40	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
2	Excavator medium (21 metric ton cap.)	Hour	20	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
3	Bulldozer (100hp-150hp)	Hour	20	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
4	Loader (160hp - 230hp)	Hour	100	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
5	Backhoe (>75 hp)	Hour	60	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
6	Tandem dump truck (15 cu. yd. box)	Hour	80	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
7	Compactor (walk behind w/operator)	Hour	30	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
8	Flagger/labor	Hour	80	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
9	Other specialized equipment	Hour	30	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
10	Materials, testing, parts and other supplies Net landed cost plus 20% markup. Requires Departmental Representative approval before acquiring. Dept. Representative may request original receipts)	Predetermined amount 20% markup											
<b>Totals</b>				\$		\$		\$		\$		\$	

Subject to the exercise of the option to extend the Standing Offer period in accordance with Part 7.A. – Article 4.2 Extension of Standing Offer” of the original Standing Offer, Options to Extend the Standing Offer, the Contractor will be paid the firm all inclusive Hourly Rate(s), in accordance with the above table, Applicable Taxes extra, to complete all Work and services required to be performed in relation any call-up issued as a result of the Standing Offer extension.



#### 4.0 Applicable Taxes

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

#### 5.0 Electronic Payment of Invoices - Offer

Canada requests that Offerors complete option 1 or 2 below:

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

The following Electronic Payment Instrument(s) are accepted:

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

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

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

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



## ANNEX C - EVALUATION CRITERIA

### 1.0 Technical Evaluation:

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

- Mandatory Technical Criteria

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

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

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

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

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

I. Where the stated experience was acquired within a Canadian Federal Government Department or Agency **as a Public Servant**, the reference must be a Public Servant who had a supervisory role over the proposed resource during the stated employment.

II. Where the stated experience was acquired within a Canadian Federal Government Department or Agency **as a consultant**, the reference must be the Public Servant who was identified as the Project Authority of the project on which the proposed resource acquired the experience.

III. References must be presented in this format:

- a. Name;
- b. Organization;
- c. Current Phone Number; and
- d. Email address if available

### 1.6 Response Format

I. In order to facilitate evaluation of offers, it is recommended that Offerors' offers address the mandatory criteria in the order in which they appear in the Evaluation Criteria and using the numbering outlined.

II. Offerors are also advised that the month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

III. For any requirements that specify a particular time period (e.g., 2 years) of work experience, CSC will disregard any information about experience if the technical offer does not include the required month and year for the start date and end date of the experience claimed.

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



**MANDATORY TECHNICAL CRITERIA – \_\_\_\_\_**

#	Mandatory Technical Criteria	<u>Offeror Response (include location in offer)</u>	Met/Not Met
M1	Provide proof that bidder has an account in good standing with the applicable provincial Worker’s Compensation Board/Commission (NB and/or NS)		
M2	Provide a copy of company Commercial General Liability Insurance.		
M3	The Contractor to provide address of their main location/equipment garage, it must be within 50 km of site location where services will take place.		
M4	Provide a copy of at least two operators applicable provincial valid license/permit.  Note: Applicable license is for New Brunswick and/or Nova Scotia.		
M5	The Contractor must have a minimum of 5 years experience in providing excavation and heavy equipment services for public or private organization.  Bidders must provide the following details as to how the stated experience was obtained; 1. Name of current client and contact information. 2. The total numbers of years of experience performing the above mentioned. 3. Details about the work performed by the proposed resource on the assignment(s) including deliverables.		