

RETURN BIDS TO : RETOURNER LES SOUMISSIONS À : Bid Receiving - Réception des soumissions:

EMAIL:

Francine.Marcotte@csc-scc.gc.ca

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal to: Correctional Service Canada – Proposition à: Service Correctionnel du Canada

We hereby offer to sell to His Majesty the King in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out thereof.

Nous offrons par la présente de vendre à Sa Majesté le Roi du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments — Commentaires :

"THIS DOCUMENT DOES NOT CONTAIN A SECURITY REQUIREMENT" «LE PRÉSENT DOCUMENT NE COMPORTE AUCUNE EXIGENCE RELATIVE À L/ SÉCURITÉ. »

Vendor/Firm Name and Address —

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

Telephone # — N° de Téléphone : _____

Fax # — No de télécopieur : _____

Email / Courriel : _____

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

	Title — Sujet: Pharmaceutical Products Trans	poi	rtation Services for		
	the Quebec Region Solicitation No. — Nº. de	Detai			
	l'invitation No. — Nº. de		Date:		
	21301-23-4517783		January 11, 2024		
	Client Reference No. — Nº. de	éférence du Client			
	21301-23-4517783				
	GETS Reference No. — Nº. de	₹R	éférence de SEAG		
	Solicitation Closes — L'invita	itio	n prend fin		
	at /à : 2 :00 p.m. (EST)				
	on / le: February 07, 2024				
	F.O.B. — F.A.B. Plant – Usine: Destinati Autre:	on:	X Other-		
	Address Enquiries to — Soun questions à: Francine Marcotte Senior Contracting Officer Francine.Marcotte@csc-scc.gc.ca	net	tre toutes		
			No. – Nº de		
`	téléphone: t 343-598-9309	ele	copieur:		
	Destination of Goods, Services a Destination des biens, services e See Herein				
	Instructions: See Herein Instructions : Voir aux présentes				
	Dellerane Demuired Livreigen	De	elivery Offered –		
	Delivery Required — Livraison exigée : See herein	Li Vo	ivraison proposée : oir aux présentes		
	Name and title of person authorized to sign on behalf of Vendor/Firm Nom et titre du signataire autorisé du fournisseur/de l'entrepreneur				
Name / Nom Title / Titre					
Signature Date					
	(Sign and return cover page with bid proposal / Signer et retourner la page de couverture avec la proposition)				



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1. Statement of Work

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

2. Revision of Departmental Name

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

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



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PART 2 - BIDDER INSTRUCTIONS

CSC intends to award up to four (4) contracts, one for each route. CSC will carry out an independent financial evaluation of each of the following routes:

- ROUTE 1 Sainte-Anne-des-Plaines
- ROUTE 2 Laval and La Macaza
- ROUTE 3 Drummondville and Cowansville
- ROUTE 4 Donnacona and Joliette

Bidders can submit a bid for one or more routes. Bidders submitting a bid for more than one route must be able to provide the resources necessary to meet the needs for all routes they are bidding on.

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> 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 <u>2003</u> (2023-06-08), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: sixty (60) days Insert: one hundred and twenty (120) days

2. Submission of Bids

Bidders must submit their bid only to Correctional Service of Canada (CSC) by the date, time and at the bid submission email address indicated on page 1 of the bid solicitation. Section 06 Late bids of 2003 Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: Section 06 in its entirety.

Insert: 06 Late bids:

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

Section 07 Delayed bids of 2003 Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: Section 07 in its entirety.

Insert: 07 Delayed bids:

Canada will not accept any delayed bids.



Section 08 Transmission by facsimile or by E-Post Connect of 2003, Standard Instructions - 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 solicitation, Bidders must submit their bid to the CSC bid submission email address indicated on page 1 of the bid solicitation document. This email address is the only acceptable email address for Bidders to submit their bid in response to this bid solicitation.
- b. Bidders may transmit their bid at any time prior to the solicitation closing date and time.
- c. Bidders should include the bid solicitation 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 bid by email including, but not limited to, the following:
 - i. Receipt of a garbled, corrupted or incomplete bid;
 - ii. Availability or condition of the email service;
 - iii. Incompatibility between the sending and receiving equipment;
 - iv. Delay in transmission or receipt of the bid;
 - v. Failure of the Bidder to properly identify the bid;
 - vi. Illegibility of the bid;
 - vii. Security of bid data;
 - viii. Failure of the Bidder to send the bid to the correct email address;
 - ix. Connectivity issues; or
 - x. Email attachments that are blocked or not received even though the Bidder's email has been successfully delivered.
- e. CSC will send an acknowledgement of receipt of the Bidder's email by email from the email address provided for the submission of bids. This acknowledgement will confirm only the receipt of the Bidder's email and will not confirm if all of the Bidder's email attachments have been received, may be opened nor if their contents are readable. CSC will not respond to follow-up emails from Bidders requesting confirmation of attachments.
- f. Bidders must ensure they are using the correct email address for bid submission and should not rely on the accuracy of copying and pasting the email address from the solicitation document cover page.
- g. A bid transmitted by a Bidder to the CSC submission email address constitutes the Bidder's formal bid, and must be submitted in accordance with section 05 of 2003, Standard Instructions Goods or Services Competitive Requirements.
- h. Bidders 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 2003, Standard Instructions - Goods or Services - Competitive Requirements, is deleted in its entirety.

CSC recommends that bidders submit their response to the requirements of this solicitation in typewritten format.



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Bidders must ensure that any handwritten information included in their bid is clearly legible in order to allow CSC to complete the bid 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 bids comply with all of the requirements of the bid solicitation including, if applicable, any and all evaluation criteria.

3. Former Public Servants

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

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes () No ()

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

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



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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 <u>Contracting Policy Notice:</u> <u>2019-01</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

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.

4. Enquiries – Bid Solicitation

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

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

5. Applicable Laws

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

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.

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 <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse</u> <u>Mechanisms</u>" 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

1. Bid Preparation Instructions

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

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

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

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

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

Bidders should submit their technical bid and financial bid in two (2) separate documents.

In order to assist Canada in meeting the objectives of the <u>Policy on Green Procurement</u> when feasible bidders should:

- 1) Include all environmental certification(s) relevant to your organization (such as ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.).
- Include all third party environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (such as <u>Canadian Standards Association</u> (CSA Group), <u>Underwriters Laboratories</u> (ULSolutions); <u>Forest Stewardship Council</u> (FSC), ENERGYSTAR, etc.).

2. 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.

3. Section II: Financial Bid

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

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

3.1 Exchange Rate Fluctuation

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

4. Section III: Certifications

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



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of CSC will evaluate the bids.
- (c) CSC intends to award up to four (4) contracts, one for each route. CSC will carry out an independent evaluation of each of the following routes:
 - ROUTE 1 Sainte-Anne-des-Plaines
 - ROUTE 2 Laval and La Macaza
 - ROUTE 3 Drummondville and Cowansville
 - ROUTE 4 Donnacona and Joliette

Bidders can submit a bid for one or more routes. Bidders submitting a bid for more than one route must be able to provide the resources necessary to meet the needs for all routes they are bidding on.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

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

1.2 Financial Evaluation

SCC will carry out an independent financial evaluation for each route.

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

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

Note to Bidders: Table Totals will be calculated using the formula(s) in the relevant table in **Annex B – Proposed Basis of Payment.**

2. Basis of Selection

2.1 For each route, CSC will evaluate bids as follows:

SACC Manual Clause A0031T (2010-08-16), Basis of Selection - 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 per route** will be recommended for award of a contract.

2.2 Calculation of the Evaluated Price

For each route, the calculation of the evaluated price is as follows:



Correctional Service Service correctionnel Canada Service Canada Evaluated Price for the Period of the contract + Evaluated Price for Option 1 + Evaluated Price for Option 2 = Evaluated Price

3. Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in article 11 of PART 6 – RESULTING CONTRACT CLAUSES.

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



PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

1. Certifications Precedent to Contract Award and Additional Information

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

1.1 Integrity Provisions – Declaration of Convicted Offenses

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



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1.2 Integrity Provisions – Required documentation

- (a) List of names: all Bidders, regardless of their status under the Ineligibility and Suspension Policy, must submit the following information:
- i. Bidders that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- ii. Bidders bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- iii. Bidders that are a partnership do not need to provide a list of names.

List of Names:

OR

The Bidder is a partnership

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

1.3 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) – Labour's website.

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

1.4 Language Requirements - French Essential

By submitting a bid, the Bidder certifies that, should it be awarded a contract as result of the bid solicitation, every individual proposed in its bid will be fluent in French. The individual(s) proposed must be able to communicate orally and in writing in French without any assistance and with minimal errors.

1.5 Certification:

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



PART 6 - RESULTING CONTRACT CLAUSES

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

1. Institutional Access Requirements

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

2. Statement of Work

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

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> issued by Public Works and Government Services Canada.

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

3.1 General Conditions

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

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2025 inclusive.

4.2 Option to Extend the Contract

- 4.2.1 The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to **two (2) additional one (1) year periods** 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.
- 4.2.2 Canada may exercise this option at any time by sending a written notice to the Contractor 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.



Authorities 5

Canada

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Title: Branch/Directorate:	Francine Marcotte Senior Contracting Officer Correctional Service Canada National Comptroller's Branch
Telephone:	343-598-9309
E-mail address:	Francine.Marcotte@csc-scc.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.

5.2 Project Authority

E-mail address:

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

Name: Title:	Correctional Service Canada
Branch/Directorate:	
Telephone: Facsimile:	

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

5.3 Contractor's Representative

The Authorized Contractor's Representative is: (will be completed at Contract award)

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

Payment 6.

6.1 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, to a limitation of expenditure of



(to be completed at contract award). Customs duties are included and Applicable Taxes are extra.

6.2 Limitation of Expenditure

- 1. Canada's total liability to the Contractor under the Contract must not exceed \$ (to be completed at contract award). Customs duties are 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.

6.3 Monthly Payment

SACC Manual clause H1008C (2008-05-12), Monthly Payment

6.4 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

6.5 Travel and Living Expenses

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

6.6 Electronic Payment of Invoices – Contract

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

(a) Direct Deposit (Domestic and International).

Invoicing Instructions 7.

- 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 Contracting Authority identified under the section entitled "Authorities" of the Contract.



8. Certifications and Additional Information

8.1 Compliance

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

9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in ______. (to be completed at contract award)

10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the General Conditions <u>2010C</u> (2022-12-01), General Conditions Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____ (to be completed at contract award)

11. 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.

Commercial General Liability Insurance

- 1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.



- b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- 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.
- I. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Litigation Rights: Pursuant to subsection 5(d) of the <u>Department of Justice</u> <u>Act</u>, 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.

Automobile Liability Insurance

- 1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
- 2. The policy must include the following:
 - a. Third Party Liability \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits all jurisdictional statutes
 - c. Uninsured Motorist Protection
 - 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.

All Risk in Transit Insurance

- The Contractor must obtain on the Government's Property, and maintain in force throughout the duration of the Contract, All Risk Property in Transit insurance coverage for all applicable conveyances while under its care, custody or control, in an amount of not less than \$ 100,000.00 per shipment. Government Property must be insured on Replacement Cost (new) basis.
- 4. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
- 5. The All Risk Property in Transit insurance must include the following:
 - a. Notice of Cancellation: The Contractor will provide the Contracting Authority at least thirty (30) days prior written notice of any policy cancellation or any changes to the insurance policy.
 - b. Loss Payee: Canada as its interest appears or as it may direct.
 - c. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by the Correctional Service of Canada and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

12. 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:



Correctional Service Service correctionnel Canada Canada

- 12.1 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).
- 12.2 The Contractor must advise the Minister of any change in ownership control for the duration of the contract.
- 12.3 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 will have the right to treat this Contract as being in default and terminate the contract accordingly.
- 12.4 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.

13. Closure of Government Facilities

- 13.1 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.
- 13.2 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.

14. Tuberculosis Testing

- 14.1 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.
- 14.2 Failure to provide proof of and results of a tuberculin test may result in the termination of the contract.
- 14.3 All costs related to such testing will be at the sole expense of the Contractor.

15. Compliance with CSC Policies

- 15.1 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.
- 15.2 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.
- 15.3 Details on existing CSC policies can be found on the <u>CSC website</u> or any other CSC web page designated for such purpose.



16. Health and Labour Conditions

- 16.1 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.
- 16.2 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.
- 16.3 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.
- 16.4 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."

17. 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:

- 17.1 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;
- 17.2 During attendance at any meeting, the Contractor or Contractor Representatives must identify themselves as such to all meeting participants;
- 17.3 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 themself 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
- 17.4 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.

18. 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 <u>the Office of the Procurement Ombudsman email address</u>, by telephone at 1-866-734-5169, or by web at <u>the Office of the Procurement Ombudsman website</u>. For more information on OPO's services, please see the <u>Procurement Ombudsman Regulations</u> or visit <u>the Office of the Procurement Ombudsman Regulations</u> or visit <u>the Office of the Procurement Ombudsman Regulations</u> or visit <u>the Office of the Procurement Ombudsman Regulations</u> or visit <u>the Office of the Procurement Ombudsman Regulations</u> or visit <u>the Office of the Procurement Ombudsman Regulations</u> or visit <u>the Office of the Procurement Ombudsman Regulations</u> or visit <u>the Office of the Procurement Ombudsman Regulations</u> or visit <u>the Office of the Procurement Ombudsman Regulations</u> or visit <u>the Office of the Procurement Ombudsman Regulations</u> or visit <u>the Office of the Procurement Ombudsman Regulations</u> or visit <u>the Office of the Procurement Ombudsman Regulations</u> or visit <u>the Office of the Procurement Ombudsman Regulations</u> or visit <u>the Office of the Procurement Ombudsman Regulations</u> or visit <u>the Office of the Procurement Ombudsman Regulations</u> or visit <u>the Office of the Procurement Ombudsman Regulations</u> or visit <u>the Office of the Procurement Ombudsman Regulations</u> or visit <u>the Office of the Procurement Ombudsman Regulations</u> or visit <u>the Office of the Procurement Ombudsman Regulations</u> or visit <u>the Office of the Procurement Ombudsman Regulations</u> or visit <u>the Office of the Procurement Ombudsman Regulations</u> or visit <u>the Office of the Procurement</u>



19. 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 Om

20. Proactive Disclosure of Contracts with Former Public Servants

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

21. Information Guide for Contractors

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



ANNEX A – Statement of Work

The Correctional Service Canada has a requirement to ensure the delivery of pharmaceuticals to its various institutions across Quebec, from the Regional Pharmacy, located in Laval. The work will involve the following:

1.1. Background

CSC provides the necessary pharmaceuticals to inmates and must ensure that they are delivered securely from the Regional Pharmacy, located at 5492 Lévesque Blvd. East, Laval, Quebec, H7C 1N7, to its various institutions across Quebec, between 8:00 a.m. and 4:00 p.m.

1.2. Objectives

Provide pickup and delivery of pharmaceuticals to the correctional institutions in Quebec.

1.3. Tasks

- a) The Contractor must provide delivery drivers with a vehicle, including the tools and equipment needed to provide delivery services for pharmaceuticals (pickup and delivery) to the institutions listed in section 1.3.1. below.
- b) The Regional Pharmacist or her Replacement must be able to know where the deliveries are in real time.
- c) The delivery drivers must handle and transport several boxes for delivery over different distances, as mentioned in section 1.3.3 below.
- d) The Contractor must ensure the control and security of the products, whether refrigerated or not, during transport, during delivery to the institution and when returning products to the Regional Pharmacy.
- e) In the event that an institution refuses a delivery, or if there is any other situation that prevents the delivery, the delivery drivers must contact the Regional Pharmacist or her Replacement* immediately. In that case, she will tell the delivery drivers what to do. If she determines that it is not possible to deliver the products, the bins must be returned to the Regional Pharmacy the same day.

If there is a delay in returning the bins containing the pharmaceuticals and the delivery drivers see that they will not be able to return to the Regional Pharmacy the same day for 4:00 p.m., they must contact the Regional Pharmacist or her Replacement* immediately. In that case, she will tell the delivery drivers what to do.

Regional Pharmacist, telephone: 450-661-9550, extension 2522

* The Regional Pharmacist Replacement can be contacted at the same number.

f) It is strictly prohibited to leave pharmaceuticals in the vehicles after working hours, during the evening or overnight.

1.3.1 Deliveries are made on **a daily basis, on weekdays** (5 days a week). When a week includes a holiday, the deliveries are postponed to the next business day. The holidays are the following: New Year's Day, Good Friday, Easter Monday, Victoria Day, St. Jean Baptiste Day,



■ T ■ Canada Canada Canada Canada Day, Labour Day, the National Day of Truth and Reconciliation, Thanksgiving, Remembrance Day, Christmas and Boxing Day.

The delivery addresses are as follows:

- a) Sainte-Anne-des-Plaines Complex:
 - i. Archambault Institution (minimum security) 244, Gibson Blvd, Sainte-Anne-des-Plaines (Québec) J5N 1V8;
 - ii. Archambault institution (medium security) 242, Gibson Blvd, Sainte-Anne-des-Plaines (Québec) J5N 1V8;
 - iii. Regional Reception Centre (RCC) (maximum security)
 246, Gibson Blvd, Sainte-Anne-des-Plaines (Québec) J5N 1V8.
- b) Cowansville Institution (medium security) 400 Fordyce Avenue, Cowansville, Quebec J2K 3N7
- c) **Donnacona Institution** (maximum security) 1537 Route 138, Donnacona, Quebec G3M 1C9
- d) Drummond Institution (medium security)
 2025Jean-de-Brébeuf Blvd., Drummondville, Quebec J2B 7Z6
- e) Laval Complex
 - i. **Federal Training Centre, Site 6099** (multiple security levels) 6099Lévesque Blvd. East, Laval, Quebec H7C 1P1
 - ii. **Federal Training Centre, Site 600** (minimum security) 600 Montée St-François, Laval, Quebec H7C 1S5
- f) Joliette Institution (multiple security levels)
 400 Marsolais Street, Joliette, Quebec J6E 8V4
- g) La Macaza Institution (medium security)
 321 de l'Aéroport Road, La Macaza, Quebec J0T 1R0

Routes between the Regional Pharmacy and the Various Institutions

Routes Pick-up from Laval Regional Pharmacy to	Description of Routes	Number of Bins (on average)
1 Sainte-Anne-des- Plaines	 8:15 a.m. – Departure from the Regional Pharmacy, Laval 1st delivery – Archambault Institution (medium security) 2nd delivery – Archambault Institution (minimum security) 3rd delivery – Regional Reception Centre (RCC) (maximum security) (the delivery must take place no later than 10:45 a.m.) 3:00 p.m Departure from the Regional Pharmacy, Laval 1st delivery -Archambault Institution (medium security) 2nd delivery -Regional Reception Centre (maximum security) 2nd delivery -Regional Reception Centre (maximum security) (the delivery must take place no later than 3:30 p.m.) At each delivery, the empty bins from the last delivery are collected. They are returned to the Regional Pharmacy the next day during the pickup. Five times a week, the Sainte-Anne-des-Plaines complex will return bins containing pharmaceuticals. These <u>must be</u> <u>returned to the Regional Pharmacy the same day, before</u> <u>4:00 p.m.</u> 	AM: Archambault (medium): 6 Archambault (Minimum): 2 RCC: 4 PM: Archambault: 2 RRC: 2
 9:30 a.m Departure from the Regional Pharmacy, Laval 1st delivery - Federal Training Centre, Site 6009 2nd delivery - Federal Training Centre, Site 600 3rd delivery - La Macaza Institution (the delivery must take p than 2:00 p.m.) At each delivery, the empty bins from the last delivery are c They are returned to the Regional Pharmacy the next day o pickup. Twice a week (2/week), each institution will recontaining pharmaceuticals. These must be return Regional Pharmacy the same day, before 4:00 pharmaceutical return days vary by institution a determined by the Project Authority. 		Laval: 9 La Macaza: 4
3 Drummondville and Cowansville	3 Drummondville and 3 B:00 a.m Departure from the Regional Pharmacy, Laval 1st delivery - Drummond Institution 2nd delivery - Cowansville Institution (the delivery must take place no later than 1:00 p.m.) At each delivery, the empty bins from the last delivery are collected	

*

	a Canada	
	Twice a week (2/week), each institution will return bins	
	containing pharmaceuticals. These <u>must be returned to the</u>	
	Regional Pharmacy the same day, before 4:00 p.m. The	
	pharmaceutical return days vary by institution and will be	
	determined by the Project Authority.	
4 Donnacona and Joliette	At each delivery, the empty bins from the last delivery are collected. They are returned to the Regional Pharmacy the next day during the pickup.	Donnacona: 5 Joliette: 3
	Twice a week (2/week), each institution will return bins containing pharmaceuticals. These <u>must be returned to the Regional Pharmacy the same day, before 4:00 p.m.</u> The pharmaceutical return days vary by institution and will be determined by the Project Authority.	

1.3.3 Details for the Deliveries

The Contractor must arrive at the Regional Pharmacy at least fifteen (15) minutes before the planned departure time for a route in order to collect the bins.

A thirty (30) minute waiting period should be expected before the delivery person can access the institution.

Ste-Anne-des-Plaines Complex:

- Archambault Institution (medium security): The vehicle must go past the secure gate, and report to the receiving dock.
- Archambault Institution (minimum security): The delivery person must be escorted into the institution to transport the bins to the internal hospital.
- **Regional Reception Centre**: The vehicle must go past the secure gate, and report to the receiving dock.

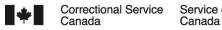
La Macaza Institution : The vehicle must go past the secure gates and be escorted to transport the bins to the internal hospital. Note that exceptionally, if the delivery arrives between 11:30 a.m. and 1:00 p.m., the Contractor must communicate with the Health Care Centre* before 11:30 a.m. so that the bins are collected at reception.

*Health Care Centre (nursing station): 819-275-2315 extension 7103

Laval Complex:

- Federal Training Centre, Site 6099: The delivery person must enter the institution and be escorted by security to transport the bins to the internal hospital.
- Federal Training Centre, Site 600: The delivery person must enter the institution and be escorted by security to transport the bins to the internal hospital.

Drummond Institution: The delivery person must enter the institution and leave the bins with the staff at the main entrance.



Correctional Service Service correctionnel

Cowansville Institution : The delivery person must enter the institution and be escorted by security to transport the bins to the internal hospital.

Donnacona Institution: The delivery person must enter the institution and leave the bins with the staff at the main entrance.

Joliette Institution : The vehicle must go past the secure gates and be escorted by security to transport the bins to the internal hospital.

- 1.3.4 Additional Information and Requirements
 - a) The bins are 15 x 21 x 12 inches and weigh approximately 10 to 20 pounds each.
 - b) The bins must be handled with care and must remain **horizontal** at all times.
 - c) The temperature of the delivery vehicle must be kept between 18 and 25 degrees Celsius during delivery.
 - d) The empty bins must be returned to the Regional Pharmacy during the pickup at the Regional Pharmacy, the day after the initial delivery.
 - e) Deliveries must always be made without intermediaries, i.e. by the delivery driver who did the pickup. Furthermore, when delivering pharmaceutical products to the various institutions, no merchandise other than that belonging to Correctional Service Canada can be transported.
 - f) Every bin is identified and sealed, and will be accepted by the institution only if it is intact. A signature chain must be respected at all times.
- 1.3.5 Requirements for Delivery Drivers

Delivery drivers must be service oriented, be efficient and be reliable. They must have good interpersonal skills and the ability to communicate effectively and to work in collaboration with the various CSC representatives. Access to the institution facilities imposes a neat personal appearance.

Delivery drivers must have, at all time, an ID card with photo and date of birth (driver's licence, health insurance card, etc.). Their cooperation is mandatory whenever they are asked to identify themselves, both in the institution and at the Regional Pharmacy.

The Contractor must be able to provide replacement delivery drivers. These must know which stops to make and must have a facility access authorization.

The Contractor must ensure that all the delivery drivers, as well as the replacements, are equipped with a cell phone. Delivery drivers must be reachable at all times during delivery hours. Before the beginning of the contract, the Contractor must provide the Project Authority with a list of the delivery drivers and their cell phone numbers. This list must be updated by the Contractor as soon as a change occurs.

1.4. Language of Work : The Contractor must perform all work in French.



ANNEX B – Proposed Basis of Payment

1.0 Contract Period (Date of contract to March 31, 2025)

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

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

Note to bidders: more than one (1) Contract may be awarded for this process. <u>The Contractor</u> <u>may bid for one (1) route or more</u>, according to its ability to serve in the designated areas.

For its bid to be responsive, the Contractor must submit a price for all periods included in this Request for Proposals for a particular route.

Period	Dates	Per Diem Rate*	Estimated Number of Days	Total per Period
		Α	В	C = A x B
Contract Period	Date of contract to March 31, 2025	\$	250 (working days)	\$
Option 1	April 1, 2025 to March 31, 2026	\$	249 (working days)	\$
Option 2	April 1, 2026 to March 31, 2027	\$	247 (working days)	\$
EVALUATED PRICE Sainte-Anne-des-Plaines Complex:				\$

1.1 Route 1 – From the Regional Pharmacy to the Sainte-Anne-des-Plaines Complex

* The Contractor must include returning the pharmaceuticals to the Regional Pharmacy in the per diem rate.



1.2 Route 2 – From the Regional Pharmacy to Laval complex and La Macaza

Period	Dates	Per Diem Rate*	Estimated Number of Days	Total per Period
		Α	В	C = A x B
Contract Period	Date of contract to March 31, 2025	\$	250 (working days)	\$
Option 1	April 1, 2025 to March 31, 2026	\$	249 (working days)	\$
Option 2	April 1, 2026 to March 31, 2027	\$	247 (working days)	\$
			LUATED PRICE and La Macaza:	\$

* The Contractor must include returning the pharmaceuticals to the Regional Pharmacy in the per diem rate.

1.3 Route 3 – From the Regional Pharmacy to Drummondville and Cowansville

Period	Dates	Per Diem Rate*	Estimated Number of Days	Total per Period
		А	В	C = A x B
Contract Period	Date of contract to March 31, 2025	\$	250 (working days)	\$
Option 1	April 1, 2025 to March 31, 2026	\$	249 (working days)	\$
Option 2	April 1, 2026 to March 31, 2027	\$	247 (working days)	\$
EVALUATED PRICE Drummondville and Cowansville:				\$

* The Contractor must include returning the pharmaceuticals to the Regional Pharmacy in the per diem rate.



1.4 Route 4 – From the Regional Pharmacy to Joliette and Donnacona

Period	Dates	Per Diem Rate*	Estimated Number of Days	Total per Period
		A	В	C = A x B
Contract Period	Date of contract to March 31, 2025	\$	250 (working days)	\$
Option 1	April 1, 2025 to March 31, 2026	\$	249 (working days)	\$
Option 2	April 1, 2026 to March 31, 2027	\$	247 (working days)	\$
EVALUATED PRICE Joliette and Donnacona:				\$

* The Contractor must include returning the pharmaceuticals to the Regional Pharmacy in the per diem rate.

1.5 Fees and expenses:

ONLY those expenses invoiced at the above bid rate will be paid. Bid rates include EVERYTHING that is necessary to perform the work, in accordance with expected services, detailed in Annex A, Statement of work. This includes, but is not limited to: administration fees and expenses, profit, fuel, labor, equipment and or any other expense necessary to the service delivery.

2.0 Options to Extend the Contract Period

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

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

3.0 Applicable Taxes

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



ANNEX C - Evaluation Criteria

1.0 Technical Evaluation:

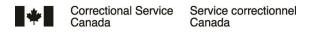
- 1.1. The following elements of the proposal will be evaluated and scored in accordance with the following evaluation criteria.
 - Mandatory Technical Criteria

It is <u>imperative</u> that the proposal <u>address each of these criteria</u> to demonstrate that the requirements are met.

- 1.2. LISTING EXPERIENCE WITHOUT PROVIDING ANY SUBSTANTIATING DATA TO SUPPORT WHERE, WHEN AND HOW SUCH EXPERIENCE WAS OBTAINED WILL RESULT IN THE STATED EXPERIENCE NOT BEING CONSIDERED FOR EVALUATION PURPOSES.
- 1.3. Experience must be demonstrated through a history of past projects, either completed or ongoing.
- 1.4. References must be provided for each project/employment experience.
- I. References must be presented in this format:
 - a. Name;
 - b. Organization;
 - c. Current Phone Number; and
 - d. Email address if available

1.5. Response Format

- I. In order to facilitate evaluation of proposals, it is recommended that bidders' proposals address the mandatory criteria in the order in which they appear in the Evaluation Criteria and using the numbering outlined.
- II. Bidders are also advised that the month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once. For example: Project 1 timeframe is July 2021 to December 2021; Project 2 timeframe is October 2021 to January 2022; the total months of experience for these two project references is seven (7) months.
- III. For any requirements that specify a particular time period (e.g., 2 years) of work experience, CSC will disregard any information about experience if the technical bid does not include the required month and year for the start date and end date of the experience claimed.



MANDATORY TECHNICAL CRITERIA – Pharmaceutical Products Transportation Services

#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met
M1	 Experience The Bidder must demonstrate that they have a minimum of one (1) year of experience in daily pickup and delivery services for trips of a minimum distance of 100 km (one way) within the last three (3) years. To show experience, the Bidder should provide: a) the name of the organization or company where the experience was acquired; b) the period of service delivery (the start and end dates in month/year format); c) the distance (one way) of the routes, including the pickup and delivery locations; AND 		
	d) a reference.		
M2	 Proof of insurance The Bidder must demonstrate that they meet insurance requirements from Section 11 of Part 6 Resulting Contract Clauses. To answer this criterion, Bidders must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in article 11 of PART 6 – RESULTING CONTRACT CLAUSES. If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive. 		



ANNEX D - Request to Access a Federal Institution

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