

RETURN OFFERS TO : RETOURNER LES OFFRES À :

Bid Receiving - Réception des soumissions:

Email / COURRIEL :

<u>GEN-QUE307Soumissions@CSC-SCC.GC.CA</u> (10 MB maximum per email /10 MO maximum par courriel)

REQUEST FOR A STANDING OFFER DEMANDE D'OFFRE À COMMANDES

Regional Master Standing Offer (RMSO) Offre à commandes maître régionale (OCMR)

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

Le Canada, représenté par le ministre du Service correctionnel Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

Comments — Commentaires :

« THIS DOCUMENT DOES NOT CONTAIN A SECURITY REQUIREMENT » « LE PRÉSENT DOCUMENT NE COMPORTE AUCUNE EXIGENCE RELATIVE À LA SÉCURITÉ »

Vendor/Firm Name and Address — Raison sociale et adresse du fournisseur/de l'entrepreneur :

Telephone # - Nº de Téléphone :

Fax # — No de télécopieur :

Email / Courriel :

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

Title — Sujet: Range Hood, Ventilation Duct, and System Balancing Maintenance Service				
	cuisine, gaines de ventilation et balancement			
Solicitation No. — Nº. de l'invitation	Date: April 11, 2024 11 avril 2024			
21301-25-4689940				
Client Reference No. — Nº. de R	téférence du Client			
21301-25-4689940				
GETS Reference No. — Nº. de R	éférence de SEAOG			
Solicitation Closes —	Time Zone			
L'invitation prend fin	Fuseau horaire			
at / à: 2h00 p.m. / 14h00	EDT (Eastern Daylight Time)			
On / Le : May 22, 2024	Heure avancée de l'Est (HAE)			
22 mai 2024				
Delivery Required — Livraison exige See herein – Voir aux présentes	ée :			
F.O.B. — F.A.B. Plant – Usine: Destination:	: X Other-Autre:			
Agente régionale intérimaire, Serv Gestion du Matériel Acting Regional supply and contra kim.lavallee@csc-scc.gc.ca				
Telephone No. – N° de téléphone: I 514-235-9156	⁻ ax No. – Nº de télécopieur:			
Destination of Goods, Services and Destination des biens, services et c Multiple as per call-up Multiples, selon la commande subséqu	onstruction:			
Security – Sécurité This request for a Standing Offer does				
Instructions: See Herein Instructions : Voir 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 o Signer et retourner la page de cou				



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Service correctionnel Canada

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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 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

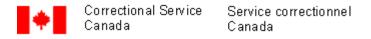
The Correctional Service Canada is looking for a Contractor to provide, as and when needed, ventilation duct, range hoods cleaning and balancing services according to CR-2021 « Assessment, Cleaning & Restoration of HVAC Systems » standards in force for all the correctional institutions within the Quebec region. This includes but is not limited to the supply of qualified technician and technician helper, as well as the tools required to perform the work.

CSC may issue one or more Standing Offer, as a result of this request for standing Offer.

Offerors may place an offer for one or more institutions, depending on their ability to serve the region where the institutions are located.

Offerors bidding for more than one institution must provide a sufficient number of resources to be able to meet all the requirements for all the institutions for which they are bidding.

The period of the Standing Offer is from the award of the standing offer until May 31, 2027.



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.



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 <u>Standard Acquisition Clauses and Conditions Manual</u> 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 <u>2006</u> (2023-06-08) Standard Instructions - Request for Standing Offer - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

2. Submission of Offers

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 nonresponsive.



Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the <u>Financial Administration</u> <u>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 Retirement</u> <u>Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation</u> <u>Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament</u> <u>Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension</u> <u>Plan Act</u>, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension (to be completed by the Offeror)

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

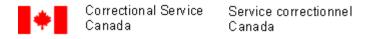
Work Force Adjustment Directive (to be completed by the Offeror)

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 ten (10) business days before the Request for Standing Offer (RFSO) closing date. Enquiries received after that time may not be answered.

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

5. Applicable Laws

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

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

6. Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors 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 Mechanisms</u>" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.



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 (not applicable)

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.

In order to assist Canada in meeting the objectives of the <u>Policy on Green Procurement</u>, when feasible Offerors 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 Canadian Standards Association (CSA Group), Underwriters Laboratories (ULSolutions); Forest Stewardship Council (FSC), ENERGYSTAR, etc.).

Section I: Technical Offer (not applicable)

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 (not applicable)

1.1.1 Mandatory Technical Criteria

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

1.2 Financial Evaluation

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.

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

2. Basis of Selection

2.1 Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The Standing Offer will be awarded to the responsive bid with the lowest evaluated price per institution/complex. **A maximum of eight (8) Standing Offers may be awarded**.

Please note that, for the purpose of the evaluation, the total bid price per institution/complex will be calculated by adding the all-inclusive fixed hourly rates and unit prices for the term of the Standing Offer and the option year.

CSC may issue one or more Standing Offer, as a result of this request for standing Offer. Offerors may place an offer for one or more institutions, depending on their ability to serve the region where the institutions are located.

Offerors bidding for more than one institution must provide a sufficient number of resources to be able to meet all the requirements for all the institutions for which they are bidding.

In the event of a tie regarding the lowest total bid price for an institution/complex, the offeror with the most experience in *Range Hood, Ventilation Duct, and System Balancing Maintenance Service* (according to the Registre des entreprises du Québec) will be awarded the Standing Offer.

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



PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

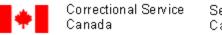
The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the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

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

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

1.1 Integrity Provisions – Declaration of Convicted Offenses

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



1.2 Integrity Provisions – Required documentation (to be completed by the Offeror)

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

- vii. 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;
- viii. 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
- ix. 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 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 Annex C.

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
- **1.1** 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 <u>Standard Acquisition Clauses and Conditions Manual</u> 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 it 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>2005</u> (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 the award until May 31, 2027 inclusively.



5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Kim Lavallée Title: Acting Regional Supply and Contract officer

Correctional Service of Canada Branch or Directorate: Contracting and Materiel Services Address: 250, montée St-François Laval (Quebec) H7C 1S5

Telephone: 514-235-9156 E-mail address: <u>kim.lavallee@csc-scc.gc.ca</u>

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 (will be completed upon the award of the Standing Offer)

The Project Authority for the Standing Offer is:

Name:	
Title:	
Organization:	
Address:	
Tolonhono	

 Telephone:

 Facsimile:

 E-mail address:

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

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

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

Telephone number from which the Contractor can be reached 24/7:



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 <u>Contracting Policy Notice: 2019-01</u> of the Treasury Board Secretariat of Canada.

7. Identified Users

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

Correctional Service of Canada, Quebec Region

Laval Complex & Community correctionnal centers (CCC) Montreal Metropolitan District (DMM):

- Federal Training Centre, site 600: 600, montée St-François, Laval (Quebec) H7C 1S5;
- Federal Training Centre, site 6099: 6099, Lévesque blvd, Laval (Quebec) H7C 1P1;
- Martineau CCC: 10345, St-Laurent blvd, Montreal (Quebec) H3L 2P1;
- Ogilvy CCC: 435, Ogilvy, Montreal (Quebec) H3N 1M3;
- Hochelaga CCC: 6905, Hochelaga, Montreal (Quebec) H1N 1Y9;
- Sherbrooke CCC: 2190, Sherbrooke East, Montreal (Quebec) H2K 1C7.

Sainte-Anne-des-Plaines (SADP) Complex:

- Archambault minimum Institution: 244, boulevard Gibson, Sainte-Anne-des-Plaines (Quebec) J5N 1V8 ;
- Archambault medium Institution: 242, boulevard Gibson, Sainte-Anne-des-Plaines (Quebec) J5N 1V8;
- Regional Reception Centre: 246, boulevard Gibson, Sainte-Anne-des-Plaines (Quebec) J5N 1V8.

Cowansville Institution: 400, Fordyce avenue, Cowansville (Quebec) J2K 3N7.

Donnacona Institution and Marcel-Caron Community Correctionnal Center (CCC) :

- Donnacona Institution: 1537, Road 138, Donnacona (Quebec) G3M 1C9;
- Marcel-Caron CCC : 825 Kirouac Street, Quebec, (Quebec), G1N 2J7.

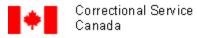
Drummond Institution: 2025, Jean-de-Brébeuf blvd, Drummondville (Quebec) J2B 7Z6.

Joliette Institution, Lanaudière Parole Office and Laferrière Community Correctionnal Center (CCC) :

- Joliette Institution : 400, Marsolais, Joliette (Quebec) J6E 8V4;
- Lanaudière Parole Office : 3 Papineau Street, suite 107, Joliette, (Quebec), J6E 2K3;
- Laferrière CCC: 202 St-Georges Street, St-Jérôme, (Quebec), J7Z 4Z9.

La Macaza Institution: 321 chemin de l'Aéroport, La Macaza, (Quebec), J0T 1R0

Port-Cartier Institution: 1, chemin de l'Aéroport, Port-Cartier (Quebec) G5B 2W2.



8. Call-up Procedures

9. Call-up Instrument

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

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

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

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

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

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

12. Priority of Documents

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

- a) the call-up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions <u>2005</u> (2022-12-01), General Conditions Standing Offers Goods or Services;
- d) the supplemental general conditions <u>4013</u> (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);
- f) Annex A, Statement of Work;
- g) Annex B, Basis of Payment;
- h) Annex C, Insurance Requirements;
- i) the Offeror's offer dated ______ (will be completed upon the award of the Standing Offer).

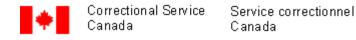
13. Certifications and Additional Information

13.1 Compliance

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

14. Applicable Laws

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



B. RESULTING CONTRACT CLAUSES

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

1. Statement of Work

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

2. Standard Clauses and Conditions

2.1 General Conditions

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

Subsection 5. Audit of the General Conditions is deleted in its entirety and replaced with the following:

5. Audit

The Contractor must maintain such records, and Canada and its authorized representatives will have the right to examine such records, at all times during the term of this Contract and for a period of seven years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. Should an examination reveal any overpayments by Canada, these will be claimed by Canada and immediately repaid by the Contractor.

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.

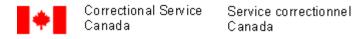
4. Proactive Disclosure of Contracts with Former Public Servants

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 <u>Contracting Policy Notice: 2019-01</u> 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 <u>C6000C</u> (2017-08-17) Limitation of Price

5.3 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if :

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

5.4 SACC Manual Clauses

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

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

5.4.1 Audit

SACC Manual clause C1004C Auditing

Canada reserves the right to recover amounts and make adjustments to amounts payable to the Contractor where an examination of the Contractor's records has identified amounts allocated to the Contract that are not in accordance with the Contract terms.

Where the results of an examination indicate that an overpayment by Canada has occurred, such overpayment is due and payable on the date indicated in the notice of overpayment.

5.4.2 Discretionary Audit

SACC Manual clause <u>C0705C</u> (2010-01-11), Discretionary Audit

5.5 Travel and Living Expenses

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

5.6 Electronic Payment of Invoices – Contract

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

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

Note to bidders: This clause will be deleted from the resulting contract clauses if the Contractor does not accept payment by MasterCard Acquisition Card.

5.7 Direct deposit request

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



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.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;
- c. a copy of the invoices, receipts, vouchers for all direct expenses.

Billing must be detailed and must correspond to the unit prices of the basis of payment. The contractor must ensure that each invoice includes at least the following :

- a. The call-up number
- b. The time sheet number
- c. A breakdown of materials with unit prices, when applicable.
- 2. Invoices must be distributed as follows:

The original must be forwarded by email to the Project Authority of the institution, identified at article 5.2, Project Authority of the Standing Offer.

7. Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified 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.

8. Ownership Control

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

- 8.1 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).
- 8.2 The Contractor must advise the Minister of any change in ownership control for the duration of the contract.
- 8.3 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.



8.4 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.

9. Closure of Government Facilities

- 9.1 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.
- 9.2 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.

10. Tuberculosis Testing

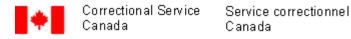
- 10.1 It is a condition of this contract that the Contractor or any employees of the Contractor who require entry into a Correctional Service of Canada Institution to fulfill the conditions of the contract may, at the sole discretion of the Warden, be required to provide proof of and results of a recent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

11. Compliance with CSC Policies

- 11.1 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.
- 11.2 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.
- 11.3 Details on existing CSC policies can be found on the <u>CSC website</u> or any other CSC web page designated for such purpose.

12. Health and Labour Conditions

- 12.1 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.
- 12.2 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.
- 12.3 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.
- 12.4 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."



13. Identification Protocol Responsibilities

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

- 13.1 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;
- 13.2 During attendance at any meeting, the Contractor or Contractor Representatives must identify themselves as such to all meeting participants;
- 13.3 If the Contractor or a Contractor Representative requires the use of the Government of Canada's email 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
- 13.4 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.

14. Dispute Resolution Services

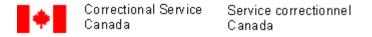
The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially 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</u> <u>Ombudsman email address</u>, by telephone at 1-866-734-5169, or by web at <u>the Office of the Procurement</u> <u>Ombudsman website</u>. For more information on OPO's services, please see the <u>Procurement Ombudsman</u> <u>Regulations</u> or visit <u>the Office of the Procurement Ombudsman website</u>.

15. 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.

16. Privacy

- 16.1 The Contractor acknowledges that Canada is bound by the Privacy Act, R.S.C. 1885, 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.
- 16.2 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.

17. Information Guide for Contractors

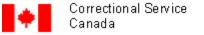
Prior to the commencement of any work, the Contractor certifies that its employees or employees of its subcontractors, working under contract for CSC will complete the applicable Module(s) and retain the signed checklist(s) from the CSC "Information Guide for Contractors" website: www.bit.do/CSC-EN.



ANNEX A

STATEMENT OF WORK

(See PDF document attached) TECHNICAL SPECIFICATIONS "RANGE HOOD, VENTILATION DUCT, AND SYSTEM BALANCING MAINTENANCE SERVICE"



ANNEX B - PROPOSED BASIS OF PAYMENT

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

1.0 Services Provided with a Fixed Hourly Rate and unit prices:

For services requested by Canada, Canada will pay the Contractor up to the Maximum Price, for actual time worked and any resulting deliverables in accordance with the all-inclusive hourly rates set in this Annex, Applicable Taxes extra.

IMPORTANT: The Contractor may bid for one Institution or Complex or more, according to his ability to serve in the designated areas. For an bid to be considered, the Contractor **must provide prices for each item of the unit price table of the institution(s) / Complex(es), for all the years of the fixed period.**

2.0 Applicable Taxes

- (a) Il 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.

3.0 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.



Ventilation duct, range hoods cleaning and balancing services

Fixed period 1st year: from the award until May 31, 2025

UNIT PRICE TABLE

It has been convened between her Majesty and the Contractor that the following table is the "Unite price table for the standing offer". Prices must include among other things: profits and administration, labor, transportation to and including fuel and all the elements mentioned in this tender to the Standing Offer.

Item	Description	Unit of measurement	Unit price (before tax)	Estimated quantity (*)	Estimated price	
Part A	- Labour					
A.1	Cleaning team (technician and assistant technician) During normal working hours (7:00 AM à 4:59 PM, Monday to Friday)	Hr	\$	360	\$	
A.2	Additional technician when required During normal working hours (7:00 AM à 4:59 PM, Monday to Friday)	Hr	\$	180	\$	
A.3	Cleaning team (technician and assistant technician) Outside normal working hours (5:00 PM à 6:59 AM, Monday to Friday, weekends and holidays)	Hr	\$	160	\$	
A.4	Technician for balancing ventilation ducts During normal working hours (7:00 AM à 4:59 PM, Monday to Friday)	Hr	\$	80	\$	
Part E	– Administrative documents					
B.1	Production of associated documents as requested by the Technical Authority	Hr	\$	16	\$	
Part C	– Parts and material		-			
C.1	Equipment rental, disposal, Material and spare parts, access hatches with installation, at cost prices plus a markup of% excluding taxes	%	%	15 000,00 \$	\$	
	Estimated total cost					
	* The estimated quantities are in	dicated as a refe	erence for evalua	tion purposes	φ	

Hourly rates:

ONLY those services actually rendered shall be paid for. Hourly rates apply to on-site productive work time, which includes but is not limited to mobilization, demobilization, and clean-up. Hourly rates do not apply to mealtimes and unauthorized breaks. No payment shall be made for travel time to the site. In other words, time paid must be calculated based on arrival and departure times at the institution.

Expenses:



SUBMISSION FORM SADP COMPLEX

Ventilation duct, range hoods cleaning and balancing services

Fixed period 1st year: from the award until May 31, 2025

UNIT PRICE TABLE

It has been convened between her Majesty and the Contractor that the following table is the "Unite price table for the standing offer". Prices must include among other things: profits and administration, labor, transportation to and including fuel and all the elements mentioned in this tender to the Standing Offer.

Item	Description	Unit of measurement	Unit price (before tax)	Estimated quantity (*)	Estimated price
Part A	- Labour				
A.1	Cleaning team (technician and assistant technician) During normal working hours (7:00 AM à 4:59 PM, Monday to Friday)	Hr	\$	360	\$
	Additional technician when required				
A.2	During normal working hours (7:00 AM à 4:59 PM, Monday to Friday)	Hr	\$	180	\$
A.3	Cleaning team (technician and assistant technician) Outside normal working hours (5:00 PM à 6:59 AM, Monday to Friday, week-ends and holidays)	Hr	\$	160	\$
A.4	Technician for balancing ventilation ducts During normal working hours (7:00 AM à 4:59 PM, Monday to Friday)	Hr	\$	80	\$
Part E	B – Administrative documents				
B.1	Production of associated documents as requested by the Technical Authority	Hr	\$	16	\$
Part C	– Parts and material				
C.1	Equipment rental, disposal, Material and spare parts, access hatches with installation, at cost prices plus a markup of% excluding taxes	%	%	15 000,00 \$	\$
	* The estimated quantities are i	ndicated as a rei		ated total cost ation purposes	\$

Hourly rates:

ONLY those services actually rendered shall be paid for. Hourly rates apply to on-site productive work time, which includes but is not limited to mobilization, demobilization, and clean-up. Hourly rates do not apply to mealtimes and unauthorized breaks. No payment shall be made for travel time to the site. In other words, time paid must be calculated based on arrival and departure times at the institution.

Expenses:



SUBMISSION FORM Joliette Institution, Lanaudière Parole Office and Laferrière CCC Ventilation duct, range hoods cleaning and balancing services Fixed period 1st year: from the award until May 31, 2025

UNIT PRICE TABLE

It has been convened between her Majesty and the Contractor that the following table is the "Unite price table for the standing offer". Prices must include among other things: profits and administration, labor, transportation to and including fuel and all the elements mentioned in this tender to the Standing Offer.

Item	Description	Unit of measurement	Unit price (before tax)	Estimated quantity (*)	Estimated price
Part A	- Labour				
A.1	Cleaning team (technician and assistant technician) During normal working hours (7:00 AM à 4:59 PM, Monday to Friday)	Hr	\$	360	\$
	Additional technician when required				
A.2	During normal working hours (7:00 AM à 4:59 PM, Monday to Friday)	Hr	\$	160	\$
A.3	Cleaning team (technician and assistant technician) Outside normal working hours (5:00 PM à 6:59 AM, Monday to Friday, weekends and holidays)	Hr	\$	80	\$
A.4	Technician for balancing ventilation ducts During normal working hours (7:00 AM à 4:59 PM, Monday to Friday)	Hr	\$	80	\$
Part B	- Administrative documents				
B.1	Production of associated documents as requested by the Technical Authority	Hr	\$	16	\$
Part C	– Parts and material				
C.1	Equipment rental, disposal, Material and spare parts, access hatches with installation, at cost prices plus a markup of% excluding taxes	%	%	25 000,00 \$	\$
	* The estimated quantities are in	dicated as a refe		ted total cost	\$

Hourly rates:

ONLY those services actually rendered shall be paid for. Hourly rates apply to on-site productive work time, which includes but is not limited to mobilization, demobilization, and clean-up. Hourly rates do not apply to mealtimes and unauthorized breaks. No payment shall be made for travel time to the site. In other words, time paid must be calculated based on arrival and departure times at the institution.

Expenses:



La Macaza Institution

Ventilation duct, range hoods cleaning and balancing services

Fixed period 1st year: from the award until May 31, 2025

UNIT PRICE TABLE

It has been convened between her Majesty and the Contractor that the following table is the "Unite price table for the standing offer". Prices must include among other things: profits and administration, labor, transportation to and including fuel and all the elements mentioned in this tender to the Standing Offer.

	lung oner.				
Item	Description	Unit of measurement	Unit price (before tax)	Estimated quantity (*)	Estimated price
Part A	- Labour				
A.1	Cleaning team (technician and assistant technician) During normal working hours (7:00 AM à 4:59 PM, Monday to Friday)	Hr	\$	360	\$
	Additional technician when required				
A.2	During normal working hours (7:00 AM à 4:59 PM, Monday to Friday)	Hr	\$	160	\$
A.3	Cleaning team (technician and assistant technician) Outside normal working hours (5:00 PM à 6:59 AM, Monday to Friday, weekends and holidays)	Hr	\$	80	\$
A.4	Technician for balancing ventilation ducts During normal working hours (7:00 AM à 4:59 PM, Monday to Friday)	Hr	\$	80	\$
Part E	- Administrative documents				
B.1	Production of associated documents as requested by the Technical Authority	Hr	\$	16	\$
Part C	– Parts and material				
C.1	Equipment rental, disposal, Material and spare parts, access hatches with installation, at cost prices plus a markup of% excluding taxes	%	%	25 000,00 \$	\$
	* The estimated quantities a	re indicated as a		mated total cost aluation purposes	\$

Hourly rates:

ONLY those services actually rendered shall be paid for. Hourly rates apply to on-site productive work time, which includes but is not limited to mobilization, demobilization, and clean-up. Hourly rates do not apply to mealtimes and unauthorized breaks. No payment shall be made for travel time to the site. In other words, time paid must be calculated based on arrival and departure times at the institution.

Expenses:



Drummondville Institution

Ventilation duct, range hoods cleaning and balancing services

Fixed period 1st year: from the award until May 31, 2025

UNIT PRICE TABLE

It has been convened between her Majesty and the Contractor that the following table is the "Unite price table for the standing offer". Prices must include among other things: profits and administration, labor, transportation to and including fuel and all the elements mentioned in this tender to the Standing Offer.

Item	Description	Unit of measurement	Unit price (before tax)	Estimated quantity (*)	Estimated price
Part A	- Labour				
A.1	Cleaning team (technician and assistant technician) During normal working hours (7:00 AM à 4:59 PM, Monday to Friday)	Hr	\$	360	\$
A.2	Additional technician when required During normal working hours (7:00 AM à 4:59 PM, Monday to Friday)	Hr	\$	160	\$
A.3	Cleaning team (technician and assistant technician) Outside normal working hours (5:00 PM à 6:59 AM, Monday to Friday, weekends and holidays)	Hr	\$	80	\$
A.4	Technician for balancing ventilation ducts During normal working hours (7:00 AM à 4:59 PM, Monday to Friday)	Hr	\$	80	\$
Part E	B – Administrative documents				
B.1	Production of associated documents as requested by the Technical Authority	Hr	\$	16	\$
Part C	Parts and material				
C.1	Equipment rental, disposal, Material and spare parts, access hatches with installation, at cost prices plus a markup of% excluding taxes	%	%	25 000,00 \$	\$
	* The estimated quantities are in	dicated as a refe		ted total cost ation purposes	\$

Hourly rates:

ONLY those services actually rendered shall be paid for. Hourly rates apply to on-site productive work time, which includes but is not limited to mobilization, demobilization and clean-up. Hourly rates do not apply to meal times and unauthorized breaks. No payment shall be made for travel time to the site. In other words, time paid must be calculated based on arrival and departure times at the institution.

Expenses:



Cowansville Institution

Ventilation duct, range hoods cleaning and balancing services

Fixed period 1st year: from the award until May 31, 2025

UNIT PRICE TABLE

It has been convened between her Majesty and the Contractor that the following table is the "Unite price table for the standing offer". Prices must include among other things: profits and administration, labor, transportation to and including fuel and all the elements mentioned in this tender to the Standing Offer.

Item	Description	Unit of measurement	Unit price (before tax)	Estimated quantity (*)	Estimated price	
Part A	A - Labour			1 3 ()		
A.1	Cleaning team (technician and assistant technician) During normal working hours (7:00 AM à 4:59 PM, Monday to Friday)	Hr	\$	360	\$	
A.2	Additional technician when required During normal working hours (7:00 AM à 4:59 PM, Monday to Friday)	Hr	\$	160	\$	
A.3	Cleaning team (technician and assistant technician) Outside normal working hours (5:00 PM à 6:59 AM, Monday to Friday, weekends and holidays)	Hr	\$	80	\$	
A.4	Technician for balancing ventilation ducts During normal working hours (7:00 AM à 4:59 PM, Monday to Friday)	Hr	\$	80	\$	
Part E	B – Administrative documents					
B.1	Production of associated documents as requested by the Technical Authority	Hr	\$	16	\$	
Part C	Parts and material					
C.1	Equipment rental, disposal, Material and spare parts, access hatches with installation, at cost prices plus a markup of% excluding taxes	%	%	25 000,00 \$	\$	
	* The estimated quantities are indicated as a reference for evaluation purposes					

Hourly rates:

ONLY those services actually rendered shall be paid for. Hourly rates apply to on-site productive work time, which includes but is not limited to mobilization, demobilization and clean-up. Hourly rates do not apply to mealtimes and unauthorized breaks. No payment shall be made for travel time to the site. In other words, time paid must be calculated based on arrival and departure times at the institution.

Expenses:



SUBMISSION FORM Donnacona Institution and Marcel-Caron CCC Ventilation duct, range hoods cleaning and balancing services Fixed period 1st year: from the award until May 31, 2025

UNIT PRICE TABLE

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Expenses:



Port-Cartier Institution

Ventilation duct, range hoods cleaning and balancing services

Fixed period 1st year: from the award until May 31, 2025

UNIT PRICE TABLE

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Expenses:



Ventilation duct, range hoods cleaning and balancing services

Fixed period 2nd year: from June 1st, 2025, to May 31, 2026

UNIT PRICE TABLE

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A.4	Technician for balancing ventilation ducts During normal working hours (7:00 AM à 4:59 PM, Monday to Friday)	Hr	\$	80	\$	
Part E	3 – Administrative documents					
B.1	Production of associated documents as requested by the Technical Authority	Hr	\$	16	\$	
Part C	C – Parts and material					
C.1	Equipment rental, disposal, Material and spare parts, access hatches with installation, at cost prices plus a markup of% excluding taxes	%	%	15 000,00 \$	\$	
	Estimated total cost * The estimated quantities are indicated as a reference for evaluation purposes					

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Expenses:



SADP COMPLEX

Ventilation duct, range hoods cleaning and balancing services

Fixed period 2nd year: from June 1st, 2025, to May 31, 2026

UNIT PRICE TABLE

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A.4	Technician for balancing ventilation ducts During normal working hours (7:00 AM à 4:59 PM, Monday to Friday)	Hr	\$	80	\$
Part B – Administrative documents					
B.1	Production of associated documents as requested by the Technical Authority	Hr	\$	16	\$
Part C – Parts and material					
C.1	Equipment rental, disposal, Material and spare parts, access hatches with installation, at cost prices plus a markup of% excluding taxes	%	%	15 000,00 \$	\$
Estimated total cost * The estimated quantities are indicated as a reference for evaluation purposes					\$

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Expenses:



SUBMISSION FORM Joliette Institution, Lanaudière Parole Office and Laferrière CCC Ventilation duct, range hoods cleaning and balancing services Fixed period 2nd year: from June 1st, 2025, to May 31, 2026

UNIT PRICE TABLE

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Item	Description	Unit of measurement	Unit price (before tax)	Estimated quantity (*)	Estimated price		
Part A	Part A - Labour						
A.1	Cleaning team (technician and assistant technician) During normal working hours (7:00 AM à 4:59 PM, Monday to Friday)	Hr	\$	240	\$		
A.2	Additional technician when required During normal working hours (7:00 AM à 4:59 PM, Monday to Friday)	Hr	\$	120	\$		
A.3	Cleaning team (technician and assistant technician) Outside normal working hours (5:00 PM à 6:59 AM, Monday to Friday, weekends and holidays)	Hr	\$	80	\$		
A.4	Technician for balancing ventilation ducts During normal working hours (7:00 AM à 4:59 PM, Monday to Friday)	Hr	\$	80	\$		
Part E	B – Administrative documents						
B.1	Production of associated documents as requested by the Technical Authority	Hr	\$	16	\$		
Part C	Parts and material						
C.1	Equipment rental, disposal, Material and spare parts, access hatches with installation, at cost prices plus a markup of% excluding taxes	%	%	25 000,00 \$	\$		
	Estimated total cost * The estimated quantities are indicated as a reference for evaluation purposes						

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Expenses:



La Macaza Institution

Ventilation duct, range hoods cleaning and balancing services

Fixed period 2nd year: from June 1st, 2025, to May 31, 2026

UNIT PRICE TABLE

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Item	Description	Unit of measurement	Unit price (before tax)	Estimated quantity (*)	Estimated price			
Part A	Part A - Labour							
A.1	Cleaning team (technician and assistant technician) During normal working hours (7:00 AM à 4:59 PM, Monday to Friday)	Hr	\$	240	\$			
A.2	Additional technician when required During normal working hours (7:00 AM à 4:59 PM, Monday to Friday)	Hr	\$	120	\$			
A.3	Cleaning team (technician and assistant technician) Outside normal working hours (5:00 PM à 6:59 AM, Monday to Friday, weekends and holidays)	Hr	\$	80	\$			
A.4	Technician for balancing ventilation ducts During normal working hours (7:00 AM à 4:59 PM, Monday to Friday)	Hr	\$	80	\$			
Part E	B – Administrative documents							
B.1	Production of associated documents as requested by the Technical Authority	Hr	\$	16	\$			
Part C	– Parts and material							
C.1	Equipment rental, disposal, Material and spare parts, access hatches with installation, at cost prices plus a markup of% excluding taxes	%	%	25 000,00 \$	\$			
	* The estimated quantities are ir	ndicated as a refe		ted total cost ation purposes	\$			

Hourly rates:

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Expenses:



Drummondville Institution

Ventilation duct, range hoods cleaning and balancing services

Fixed period 2nd year: from June 1st, 2025, to May 31, 2026

UNIT PRICE TABLE

It has been convened between her Majesty and the Contractor that the following table is the "Unite price table for the standing offer". Prices must include among other things: profits and administration, labor, transportation to and including fuel and all the elements mentioned in this tender to the Standing Offer.

Item	Description	Unit of measurement	Unit price (before tax)	Estimated quantity (*)	Estimated price		
Part A	Part A - Labour						
A.1	Cleaning team (technician and assistant technician) During normal working hours (7:00 AM à 4:59 PM, Monday to Friday)	Hr	\$	240	\$		
	Additional technician when required						
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A.3	Cleaning team (technician and assistant technician) Outside normal working hours (5:00 PM à 6:59 AM, Monday to Friday, weekends and holidays)	Hr	\$	80	\$		
	Technician for balancing ventilation ducts						
A.4	During normal working hours (7:00 AM à 4:59 PM, Monday to Friday)	Hr	\$	80	\$		
Part E	- Administrative documents						
B.1	Production of associated documents as requested by the Technical Authority	Hr	\$	16	\$		
Part C	– Parts and material						
C.1	Equipment rental, disposal, Material and spare parts, access hatches with installation, at cost prices plus a markup of% excluding taxes	%	%	25 000,00 \$	\$		
	Estimated total cost * The estimated quantities are indicated as a reference for evaluation purposes						

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Expenses:



Cowansville Institution

Ventilation duct, range hoods cleaning and balancing services

Fixed period 2nd year: from June 1st, 2025, to May 31, 2026

UNIT PRICE TABLE

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Item	Description	Unit of measurement	Unit price (before tax)	Estimated quantity (*)	Estimated price	
Part A	A - Labour					
A.1	Cleaning team (technician and assistant technician) During normal working hours (7:00 AM à 4:59 PM, Monday to Friday)	Hr	\$	240	\$	
A.2	Additional technician when required During normal working hours (7:00 AM à 4:59 PM, Monday to Friday)	Hr	\$	120	\$	
A.3	Cleaning team (technician and assistant technician) Outside normal working hours (5:00 PM à 6:59 AM, Monday to Friday, weekends and holidays)	Hr	\$	80	\$	
A.4	Technician for balancing ventilation ducts During normal working hours (7:00 AM à 4:59 PM, Monday to Friday)	Hr	\$	80	\$	
Part E	3 – Administrative documents					
B.1	Production of associated documents as requested by the Technical Authority	Hr	\$	16	\$	
Part C	Parts and material					
C.1	Equipment rental, disposal, Material and spare parts, access hatches with installation, at cost prices plus a markup of% excluding taxes	%	%	25 000,00 \$	\$	
	Estimated total cost * The estimated quantities are indicated as a reference for evaluation purposes					

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Expenses:



Donnacona Institution & Marcel-Caron CCC

Ventilation duct, range hoods cleaning and balancing services

Fixed period 2nd year: from June 1st, 2025, to May 31, 2026

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Part A	Part A - Labour							
A.1	Cleaning team (technician and assistant technician) During normal working hours (7:00 AM à 4:59 PM, Monday to Friday)	Hr	\$	240	\$			
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	Technician for balancing ventilation ducts							
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Part E	- Administrative documents							
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Expenses:



Port-Cartier Institution

Ventilation duct, range hoods cleaning and balancing services

Fixed period 2nd year: from June 1st, 2025, to May 31, 2026

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Expenses:



Ventilation duct, range hoods cleaning and balancing services

Fixed period 3rd year: from June 1st, 2026, to 31 May, 2027

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Expenses:



SUBMISSION FORM SADP COMPLEX

Ventilation duct, range hoods cleaning and balancing services

Fixed period 3rd year: from June 1st, 2026, to 31 May, 2027

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Expenses:



SUBMISSION FORM Joliette Institution, Lanaudière Parole Office and Laferrière CCC Ventilation duct, range hoods cleaning and balancing services Fixed period 3rd year: from June 1st, 2026, to 31 May, 2027

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Expenses:



La Macaza Institution

Ventilation duct, range hoods cleaning and balancing services

Fixed period 3rd year: from June 1st, 2026, to 31 May, 2027

UNIT PRICE TABLE

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Expenses:



Drummondville Institution

Ventilation duct, range hoods cleaning and balancing services

Fixed period 3rd year: from June 1st, 2026, to 31 May, 2027

UNIT PRICE TABLE

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Part A	Part A - Labour							
A.1	Cleaning team (technician and assistant technician) During normal working hours (7:00 AM à 4:59 PM, Monday to Friday)	Hr	\$	240	\$			
A.2	Additional technician when required During normal working hours (7:00 AM à 4:59 PM, Monday to Friday)	Hr	\$	120	\$			
A.3	Cleaning team (technician and assistant technician) Outside normal working hours (5:00 PM à 6:59 AM, Monday to Friday, weekends and holidays)	Hr	\$	80	\$			
A.4	Technician for balancing ventilation ducts During normal working hours (7:00 AM à 4:59 PM, Monday to Friday)	Hr	\$	80	\$			
Part E	B – Administrative documents							
B.1	Production of associated documents as requested by the Technical Authority	Hr	\$	16	\$			
Part C	– Parts and material							
C.1	Equipment rental, disposal, Material and spare parts, access hatches with installation, at cost prices plus a markup of% excluding taxes	%	%	25 000,00 \$	\$			
	* The estimated quantities are in	dicated as a refe		ted total cost ation purposes	\$			

Hourly rates:

ONLY those services actually rendered shall be paid for. Hourly rates apply to on-site productive work time, which includes but is not limited to mobilization, demobilization and clean-up. Hourly rates do not apply to mealtimes and unauthorized breaks. No payment shall be made for travel time to the site. In other words, time paid must be calculated based on arrival and departure times at the institution.

Expenses:



Cowansville Institution

Ventilation duct, range hoods cleaning and balancing services

Fixed period 3rd year: from June 1st, 2026, to 31 May, 2027

UNIT PRICE TABLE

It has been convened between her Majesty and the Contractor that the following table is the "Unite price table for the standing offer". Prices must include among other things: profits and administration, labor, transportation to and including fuel and all the elements mentioned in this tender to the Standing Offer.

Item	Description	Unit of measurement	Unit price (before tax)	Estimated quantity (*)	Estimated price
Part A	A - Labour				
A.1	Cleaning team (technician and assistant technician) During normal working hours (7:00 AM à 4:59 PM, Monday to Friday)	Hr	\$	240	\$
A.2	Additional technician when required During normal working hours (7:00 AM à 4:59 PM, Monday to Friday)	Hr	\$	120	\$
A.3	Cleaning team (technician and assistant technician) Outside normal working hours (5:00 PM à 6:59 AM, Monday to Friday, weekends and holidays)	Hr	\$	80	\$
A.4	Technician for balancing ventilation ducts During normal working hours (7:00 AM à 4:59 PM, Monday to Friday)	Hr	\$	80	\$
Part E	B – Administrative documents				
B.1	Production of associated documents as requested by the Technical Authority	Hr	\$	16	\$
Part C	– Parts and material				
C.1	Equipment rental, disposal, Material and spare parts, access hatches with installation, at cost prices plus a markup of% excluding taxes	%	%	25 000,00 \$	\$
	* The estimated quantities are ir	ndicated as a refe		ted total cost tion purposes	\$

Hourly rates:

ONLY those services actually rendered shall be paid for. Hourly rates apply to on-site productive work time, which includes but is not limited to mobilization, demobilization and clean-up. Hourly rates do not apply to meal times and unauthorized breaks. No payment shall be made for travel time to the site. In other words, time paid must be calculated based on arrival and departure times at the institution.

Expenses:



Donnacona Institution & Marcel-Caron CCC

Ventilation duct, range hoods cleaning and balancing services

Fixed period 3rd year: from June 1st, 2026, to 31 May, 2027

UNIT PRICE TABLE

It has been convened between her Majesty and the Contractor that the following table is the "Unite price table for the standing offer". Prices must include among other things: profits and administration, labor, transportation to and including fuel and all the elements mentioned in this tender to the Standing Offer.

Item	Description	Unit of measurement	Unit price (before tax)	Estimated quantity (*)	Estimated price				
Part A - Labour									
A.1	Cleaning team (technician and assistant technician) During normal working hours (7:00 AM à 4:59 PM, Monday to Friday)	Hr	\$	240	\$				
A.2	Additional technician when required During normal working hours (7:00 AM à 4:59 PM, Monday to Friday)	Hr	\$	120	\$				
A.3	Cleaning team (technician and assistant technician) Outside normal working hours (5:00 PM à 6:59 AM, Monday to Friday, weekends and holidays)	Hr	\$	80	\$				
A.4	Technician for balancing ventilation ducts During normal working hours (7:00 AM à 4:59 PM, Monday to Friday)	Hr	\$	80	\$				
Part E	B – Administrative documents								
B.1	Production of associated documents as requested by the Technical Authority	Hr	\$	16	\$				
Part C	– Parts and material								
C.1	Equipment rental, disposal, Material and spare parts, access hatches with installation, at cost prices plus a markup of% excluding taxes	%	%	25 000,00 \$	\$				
Estimated total cost * The estimated quantities are indicated as a reference for evaluation purposes									

Hourly rates:

ONLY those services actually rendered shall be paid for. Hourly rates apply to on-site productive work time, which includes but is not limited to mobilization, demobilization and clean-up. Hourly rates do not apply to mealtimes and unauthorized breaks. No payment shall be made for travel time to the site. In other words, time paid must be calculated based on arrival and departure times at the institution.

Expenses:



Port-Cartier Institution

Ventilation duct, range hoods cleaning and balancing services

Fixed period 3rd year: from June 1st, 2026, to 31 May, 2027

UNIT PRICE TABLE

It has been convened between her Majesty and the Contractor that the following table is the "Unite price table for the standing offer". Prices must include among other things: profits and administration, labor, transportation to and including fuel and all the elements mentioned in this tender to the Standing Offer.

ltem	Description	Unit of measurement	Unit price (before tax)	Estimated quantity (*)	Estimated price				
Part A - Labour									
A.1	Cleaning team (technician and assistant technician) During normal working hours (7:00 AM à 4:59 PM, Monday to Friday)	Hr	\$	240	\$				
A.2	Additional technician when required During normal working hours (7:00 AM à 4:59 PM, Monday to Friday)	Hr	\$	120	\$				
A.3	Cleaning team (technician and assistant technician) Outside normal working hours (5:00 PM à 6:59 AM, Monday to Friday, weekends and holidays)	Hr	\$	80	\$				
A.4	Technician for balancing ventilation ducts During normal working hours (7:00 AM à 4:59 PM, Monday to Friday)	Hr	\$	80	\$				
Part E	3 – Administrative documents								
B.1	Production of associated documents as requested by the Technical Authority	Hr	\$	16	\$				
Part C	Parts and material								
C.1	Equipment rental, disposal, Material and spare parts, access hatches with installation, at cost prices plus a markup of% excluding taxes	%	%	25 000,00 \$	\$				
Estimated total cost * The estimated quantities are indicated as a reference for evaluation purposes									

Hourly rates:

ONLY those services actually rendered shall be paid for. Hourly rates apply to on-site productive work time, which includes but is not limited to mobilization, demobilization and clean-up. Hourly rates do not apply to mealtimes and unauthorized breaks. No payment shall be made for travel time to the site. In other words, time paid must be calculated based on arrival and departure times at the institution.

Expenses:



ANNEX C - INSURANCE REQUIREMENTS

Commercial General Liability Insurance

- 1. The Contractor must obtain Commercial General Liability Insurance and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by 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.
 - 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. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.



Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice n. 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 codefend 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.