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## **PART 1 - GENERAL INFORMATION**

### **1. Security Requirements**

1.1 Before award of a contract, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;

1.2 Before access to sensitive information is provided to the bidder, the following conditions must be met:

- (a) the Bidder's proposed individuals requiring access to sensitive information, assets or sensitive work sites must meet the security requirement as indicated in Part 6 - Resulting Contract Clauses;
- (b) the Bidder's security capabilities must be met as indicated in Part 6 – Resulting Contract Clauses.

1.3 For additional information on security requirements, Bidders should refer to the [Contract Security Program \(CSP\)](#) of Public Works and Government Services Canada website.

### **2. Statement of Work**

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

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

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

### **4. Debriefings**

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

### **5. Procurement Ombudsman**

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



## **PART 2 - BIDDER INSTRUCTIONS**

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

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#) issued by Public Works and Government Services Canada.

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

The 2003 (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 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.

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 [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

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

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

**Former Public Servant in Receipt of a Pension**

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

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

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

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

**Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

- a. name of former public servant;



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

#### **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 New Brunswick and Nova Scotia.

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





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

### **1. Bid Preparation Instructions**

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

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

#### **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 D – Evaluation Criteria**. Proposals not meeting all mandatory criteria will be declared non-responsive and will be given no further consideration.

#### **1.2 Financial Evaluation**

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

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

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

SACC Manual clause A0031T (2010-08-16) Mandatory Technical Criteria

### **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 [Integrity Declaration Form](#). Bidders must submit this form to Correctional Service of Canada with their bid.

#### **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:

Four horizontal lines for listing names, arranged in two columns of two.

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 Status and Availability of Resources

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

1.5 Language Requirements - English

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 English. The individual(s) proposed must be able to communicate orally and in writing in English without any assistance and with minimal errors.

1.6 Education and Experience

SACC Manual clause A3010T (2010-08-16) Education and Experience

1.7 Certification:



Correctional Service    Service correctionnel  
Canada                      Canada

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. Security Requirement

1.1 The following security requirements (SRCL and related clauses provided by PWGSC CSP) apply to and form part of the Contract.

#### **SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE No. 21201-23-4409339**

1. The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor personnel requiring access to sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
4. The Contractor must comply with the provisions of the:
  - a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
  - b) *Contract Security Manual* (Latest Edition).

### 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 [Standard Acquisition Clauses and Conditions Manual](#) issued by Public Works and Government Services Canada.

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

#### 3.1 General Conditions

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

#### 3.2 Supplemental General Conditions

4008 (2008-12-12) – Personal Information, apply to and form part of the Contract

**4013 (2022-06-20) – Compliance with On-Site Measures, Standing Orders, Policies, and Rules** – apply to and form part of the contract



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.

### 3.3 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - a. The name, qualifications and experience of the proposed replacement; and
  - b. Proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the work does not release the Contractor from its responsibility to meet the requirements of the Contract.

## 4. Term of Contract

### 4.1 Period of the Contract

The period of the Contract is from December 1, 2023 to November 30, 2024 inclusive.

### 4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

## 5. Authorities

### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name:	Sylvie Gallant
Title:	Regional Contracting Officer Correctional Service Canada
Branch/Directorate:	RHQ/Finance/Materiel Management
Telephone:	506-378-8724
E-mail address:	Sylvie.Gallant@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

The Project Authority for the Contract is:

Name:

Title:

Correctional Service Canada

Branch/Directorate:

Telephone:

Facsimile:

E-mail address:

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

## 5.3 Contractor's Representative

The Authorized Contractor's Representative is:

Name:

Title:

Company:

Address:

Telephone:

Facsimile:

E-mail address:

## 6. Payment

### 6.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$\_\_\_\_\_ (**insert the amount 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 \$ \_\_\_\_\_. 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 percent committed, or
  - b. four (4) 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 Terms of 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.

## **7. 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.

7.2 Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the following address for certification and payment.

Attn: Regional Pharmacist  
Correctional Service Canada- Health Services  
1045 Main Street, 2<sup>nd</sup> Floor  
Moncton, NB E1C 1H1

## **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 New Brunswick and Nova Scotia.



## 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 Supplemental General Conditions 4008 (2008-12-12) – Personal Information and 4013 (2022-06-20) – Compliance with On-Site Measures, Standing Orders, Policies, and Rules;
- (c) the General Conditions 2010B (2022-12-01) General Conditions – Professional Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) the Contractor's bid dated \_\_\_\_\_(to be inserted at contract award)

## 11. Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex F. 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.

## 12. Liability

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

## 13. Ownership Control

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

- 13.1 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).
- 13.2 The Contractor must advise the Minister of any change in ownership control for the duration of the contract.



- 13.3 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.
- 13.4 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.

#### **14. Closure of Government Facilities**

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

#### **15. Tuberculosis Testing**

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

#### **16. Compliance with CSC Policies**

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

#### **17. Health and Labour Conditions**

- 17.1 In this section, "Public Entity" means the municipal, provincial or federal government body authorized to enforce any laws concerning health and labour applicable to the performance of the Work or any part thereof.
- 17.2 The Contractor 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.



17.3 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.

17.4 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."

## **18. Identification Protocol Responsibilities**

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

18.1 During the performance of any Work at a Government of Canada site, the Contractor and each Contractor Representative must be clearly identified as such at all times;

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

18.3 If the Contractor or a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify himself as the Contractor or an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under the e-mail account Properties. This identification protocol must also be used in all other correspondence, communication, and documentation; and

18.4 If Canada determines that the Contractor is not complying with any of the obligations stated in this article, Canada will advise the Contractor and request that the Contractor implement, without delay, appropriate corrective measures to eliminate recurrence of the problem.

## **19. Dispute Resolution Services**

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

## **20. 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](#).

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



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

## **22. Information Guide for Contractors**

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



### ANNEX A – Statement of Work

**Title of Contract:** CSC - Atlantic Regional Pharmacy – Medication Delivery Service

#### **BACKGROUND**

The Atlantic Regional Pharmacy is the provider of medication for the inmate population at five federal institutions, in the Atlantic Region. It provides essential prescribed medications to these institutions for dispersal to the Health Care Units.

#### **OBJECTIVE**

The contractor must deliver and pickup medication supplies packaged in totes as per the schedule provided below.

#### **TASKS / TECHNICAL SPECIFICATIONS**

- The driver must pick up medication totes at the Atlantic Regional Pharmacy and deliver them to the institution on the same day as per the schedule below. CSC does not require this delivery service on statutory holidays<sup>1</sup>.
- CSC may require adjustments to the delivery on short weeks (i.e. prior to or immediately following a statutory holiday).

#### **Delivery Addresses and Schedule:**

<b>Driver #1</b>	<b>11:30- am – 4:00 pm</b>
Atlantic Institution (Renous, N.B.) 13175 Route 8	Monday, Wednesday and Friday 11:30 am - 4:00 pm
<b>Driver #2</b>	<b>9:00 am – 4:00 pm</b>
Dorchester Penitentiary / Medium sector (Dorchester, N.B.) 4902 Main Street	Monday, Tuesday, Wednesday, Thursday and Friday
Dorchester Westmorland / Minimum sector (Dorchester, N.B.) 4902A Main Street	Monday, Tuesday, Wednesday, Thursday and Friday
Springhill Institution (Springhill, N.S.) 330 McGee Street	Monday, Tuesday, Wednesday, Thursday and Friday
Nova Institution for Women (Truro, N.S.) 180 James Street	Monday, Wednesday and Friday

<sup>1</sup> New Years’ Day, Good Friday, Easter Monday, Victoria Day, Canada Day, New Brunswick Day, Labour Day, National Day for Truth and Reconciliation, Thanksgiving, Remembrance Day, Christmas Day, Boxing Day.



- Once at the institution, the driver must pickup the medication supplies the institution Health Care is returning to the Regional Pharmacy including totes (empty or containing medication) and return them to the Regional Pharmacy on the same day before 16h00.
- The contractor must provide delivery services starting from the drivers morning pickup times. At CSC's request, the contractor must adjust the start times based on the workload. Driver #1 pick up time is usually scheduled at 11:30am and Driver #2 at 09:30am.
- The pickup and delivery schedule may be subject to change. CSC will inform the Contractor, in advance, of any change to the delivery schedule.
- Dorchester Penitentiary and Westmorland Institution are located adjacent to one another but have separate drop locations.
- The contractor must provide, other than the schedule above, urgent deliveries to institutions. CSC will determine whether a delivery is urgent. An urgent delivery is a shipment or package that must to be delivered quickly, usually within the same day, due to time- sensitive or critical circumstances.
- The contractor must provide, other than the regularly scheduled deliveries, occasional pick up and delivery of medication to and from local public health and local hospital or clinics.
- The contractor must provide a minimum of 4 security cleared drivers, to meet CSC's minimal operational requirement for 2 main drivers and 2 backup drivers.
- CSC will determine appropriate delivery times and locations according to institutions protocols (i.e. delivery directly to heath care, or front door or warehouse stores).
- Throughout the shipping process, the locked medication totes must remain in a secured vehicle at ambient temperature controlled conditions.
- If not being transported, medications must be stored either at the institution (Health Care Unit or at the Regional Pharmacy). The driver must notify the Regional Pharmacy if they are delayed or detained. The contractor must ensure that its drivers do not keep medications in their personal possession after hours.
- If the drivers are only returning empty totes and are unable to arrive at the regional pharmacy before the closing time, the drivers may hold the empty totes overnight and return them the next day.
- Regional pharmacy's hours of operation are from 8:00 am to 4:00 pm.
- CSC will use a chain of signatures, via triplicate weigh bills or shipping reports, to verify the quantity of sealed totes shipped to and from the institutions. Three bills are issued by the contractor for each shipment via the driver for the shipper, one for the consignee to be returned to shipper upon arrival at pharmacy and one for the contractor.



- The driver must carry a company personal identification card or other appropriate documentation and present the card when asked to do so by CSC staff at any pickup or delivery site, or both.
- Due to the unpredictable weather in the Atlantic Region (i.e. winter storms), hazardous road conditions may present an element of risk to the contractor's drivers. When the contractor feels inclement weather will present undue risk, the contractor must decide if it is able to provide pickup and delivery of medication supplies on that day. If the contractor decides to carry out the pickup and delivery of medication supplies in spite of inclement weather, the contractor will accept all risks. The contractor must contact the Regional Pharmacy to advise them when the contractor will not be providing services due to inclement weather. CSC will not pay the contractor if it is not providing services due to inclement weather. At the request of the Regional Pharmacy, the contractor must make adjustments to the delivery schedule before or following an interruption in services due to inclement weather.
- In the event of road closures, the contractor must use alternate routes in order to complete the deliveries, at no additional cost to CSC.

All work will be performed subject to the inspection and acceptance by the Project Authority.





## ANNEX B – Proposed Basis of Payment

### 1.0 Contract Period

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

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

### Contract period (from December 1, 2023 to November 30, 2024)

Run	Total cost per run	Estimated # of runs per year	Total
<b>*Run #1:</b> (Includes drop offs and pickups) 1. Depart from RHQ Pharmacy (Main Street Moncton, NB) 2. Dorchester Complex Medium Sector, Dorchester, NB 3. Dorchester Complex Minimum Sector, Dorchester, NB 4. Springhill Institution, Springhill, NS 5. Nova Institution, Truro, NS 6. Return to RHQ Pharmacy (Main Street, Moncton, NB)	\$ _____	156	\$ _____
<b>Run # 2:</b> (Includes drop offs and pickups) 1. Depart from RHQ Pharmacy (Main Street, Moncton, NB) 2. Atlantic Institution, Renous, NB 3. Return to RHQ Pharmacy (Main Street, Moncton, NB)	\$ _____	156	\$ _____
<b>Run # 3:</b> (Includes drop offs and pickups) 1. Depart from RHQ Pharmacy (Main Street, Moncton, NB) 2. Dorchester Complex Medium Sector, Dorchester, NB 3. Dorchester Complex Minimum Sector, Dorchester, NB 4. Springhill Institution, Springhill, NS 5. Return to RHQ Pharmacy (Main Street, Moncton, NB)	\$ _____	104	\$ _____
<b>Urgent Deliveries:</b>	<b>Total cost per run</b>	<b>Estimated # of runs per year</b>	<b>Total</b>
Dorchester Complex Medium & Minimum Sectors	\$ _____	4	\$ _____



Springhill Institution	\$ _____	4	\$ _____
Nova Institution	\$ _____	4	\$ _____
Atlantic Institution	\$ _____	4	\$ _____
Greater Moncton Area	\$ _____	34	\$ _____
A sum not to exceed \$ _____ for <b>fuel charges</b> which will be paid according to the Canadian Federal Government Fuel Act.			
<b>Total \$ _____ (including fuel surcharge)</b>			

All urgent deliveries must be pre-approved by the Project Authority. Urgent deliveries include urgent medical requirements at the institutions and/or local Hospitals, unscheduled deliveries due to inclement weather and unexpected pharmacy closure.

## 2.0 Options to Extend the Contract Period:

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

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

### 2.1 Option Year 1 (from December 1, 2024 to November 30, 2025)

Run	Total cost per run	Estimated # of runs per year	Total
<p><b>*Run #1:</b> (Includes drop offs and pickups)</p> <ol style="list-style-type: none"> <li>1. Depart from RHQ Pharmacy (Main Street Moncton, NB)</li> <li>2. Dorchester Complex Medium Sector, Dorchester, NB</li> <li>3. Dorchester Complex Minimum Sector, Dorchester, NB</li> <li>4. Springhill Institution, Springhill, NS</li> <li>5. Nova Institution, Truro, NS</li> </ol>	\$ _____	156	\$ _____



6. Return to RHQ Pharmacy (Main Street, Moncton, NB)			
<b>Run # 2:</b> (Includes drop offs and pickups) 1. Depart from RHQ Pharmacy (Main Street, Moncton, NB) 2. Atlantic Institution, Renous, NB 3. Return to RHQ Pharmacy (Main Street, Moncton, NB)	\$ _____	156	\$ _____
<b>Run # 3:</b> (Includes drop offs and pickups) 1. Depart from RHQ Pharmacy (Main Street, Moncton, NB) 2. Dorchester Complex Medium Sector, Dorchester, NB 3. Dorchester Complex Minimum Sector, Dorchester, NB 4. Springhill Institution, Springhill, NS 5. Return to RHQ Pharmacy (Main Street, Moncton, NB)	\$ _____	104	\$ _____
<b>Urgent Deliveries:</b>	<b>Total cost per run</b>	<b>Estimated # of runs per year</b>	<b>Total</b>
Dorchester Complex Medium & Minimum Sectors	\$ _____	4	\$ _____
Springhill Institution	\$ _____	4	\$ _____
Nova Institution	\$ _____	4	\$ _____
Atlantic Institution	\$ _____	4	\$ _____
Greater Moncton Area	\$ _____	34	\$ _____
A sum not to exceed \$ _____ for <b>fuel charges</b> which will be paid according to the Canadian Federal Government Fuel Act.			
<b>Total \$ _____ (including fuel surcharge)</b>			

All urgent deliveries must be pre-approved by the Project Authority. Urgent deliveries include urgent medical requirements at the institutions and/or local Hospitals, unscheduled deliveries due to inclement weather and unexpected pharmacy closure.



## 2.2 Option Year 2 (from December 1, 2025 to November 30, 2026)

Run	Total cost per run	Estimated # of runs per year	Total
<b>*Run #1:</b> (Includes drop offs and pickups) 1. Depart from RHQ Pharmacy (Main Street Moncton, NB) 2. Dorchester Complex Medium Sector, Dorchester, NB 3. Dorchester Complex Minimum Sector, Dorchester, NB 4. Springhill Institution, Springhill, NS 5. Nova Institution, Truro, NS 6. Return to RHQ Pharmacy (Main Street, Moncton, NB)	\$ _____	156	\$ _____
<b>Run # 2:</b> (Includes drop offs and pickups) 1. Depart from RHQ Pharmacy (Main Street, Moncton, NB) 2. Atlantic Institution, Renous, NB 3. Return to RHQ Pharmacy (Main Street, Moncton, NB)	\$ _____	156	\$ _____
<b>Run # 3:</b> (Includes drop offs and pickups) 1. Depart from RHQ Pharmacy (Main Street, Moncton, NB) 2. Dorchester Complex Medium Sector, Dorchester, NB 3. Dorchester Complex Minimum Sector, Dorchester, NB 4. Springhill Institution, Springhill, NS 5. Return to RHQ Pharmacy (Main Street, Moncton, NB)	\$ _____	104	\$ _____
<b>Urgent Deliveries:</b>	<b>Total cost per run</b>	<b>Estimated # of runs per year</b>	<b>Total</b>
Dorchester Complex Medium & Minimum Sectors	\$ _____	4	\$ _____
Springhill Institution	\$ _____	4	\$ _____
Nova Institution	\$ _____	4	\$ _____
Atlantic Institution	\$ _____	4	\$ _____
Greater Moncton Area	\$ _____	34	\$ _____



A sum not to exceed \$\_\_\_\_\_ for **fuel charges** which will be paid according to the Canadian Federal Government Fuel Act.

**Total \$\_\_\_\_\_ (including fuel surcharge)**

All urgent deliveries must be pre-approved by the Project Authority. Urgent deliveries include urgent medical requirements at the institutions and/or local Hospitals, unscheduled deliveries due to inclement weather and unexpected pharmacy closure.

### 2.3 Option Year 3 (from December 1, 2026 to November 30, 2027)

Run	Total cost per run	Estimated # of runs per year	Total
<b>*Run #1:</b> (Includes drop offs and pickups) 1. Depart from RHQ Pharmacy (Main Street Moncton, NB) 2. Dorchester Complex Medium Sector, Dorchester, NB 3. Dorchester Complex Minimum Sector, Dorchester, NB 4. Springhill Institution, Springhill, NS 5. Nova Institution, Truro, NS 6. Return to RHQ Pharmacy (Main Street, Moncton, NB)	\$ _____	156	\$ _____
<b>Run # 2:</b> (Includes drop offs and pickups) 1. Depart from RHQ Pharmacy (Main Street, Moncton, NB) 2. Atlantic Institution, Renous, NB 3. Return to RHQ Pharmacy (Main Street, Moncton, NB)	\$ _____	156	\$ _____
<b>Run # 3:</b> (Includes drop offs and pickups) 1. Depart from RHQ Pharmacy (Main Street, Moncton, NB) 2. Dorchester Complex Medium Sector, Dorchester, NB 3. Dorchester Complex Minimum Sector, Dorchester, NB 4. Springhill Institution, Springhill, NS 5. Return to RHQ Pharmacy (Main Street, Moncton, NB)	\$ _____	104	\$ _____
<b>Urgent Deliveries:</b>	<b>Total cost per run</b>	<b>Estimated # of runs per year</b>	<b>Total</b>
Dorchester Complex Medium & Minimum Sectors	\$ _____	4	\$ _____
Springhill Institution	\$ _____	4	\$ _____



Nova Institution	\$ _____	4	\$ _____
Atlantic Institution	\$ _____	4	\$ _____
Greater Moncton Area	\$ _____	34	\$ _____
A sum not to exceed \$ _____ for <b>fuel charges</b> which will be paid according to the Canadian Federal Government Fuel Act.			
<b>Total \$ _____ (including fuel surcharge)</b>			

All urgent deliveries must be pre-approved by the Project Authority. Urgent deliveries include urgent medical requirements at the institutions and/or local Hospitals, unscheduled deliveries due to inclement weather and unexpected pharmacy closure.

#### 2.4 Option Year 4 (from December 1, 2027 to November 30, 2028)

Run	Total cost per run	Estimated # of runs per year	Total
<p><b>*Run #1:</b> (Includes drop offs and pickups)</p> <ol style="list-style-type: none"> <li>1. Depart from RHQ Pharmacy (Main Street Moncton, NB)</li> <li>2. Dorchester Complex Medium Sector, Dorchester, NB</li> <li>3. Dorchester Complex Minimum Sector, Dorchester, NB</li> <li>4. Springhill Institution, Springhill, NS</li> <li>5. Nova Institution, Truro, NS</li> <li>6. Return to RHQ Pharmacy (Main Street, Moncton, NB)</li> </ol>	\$ _____	156	\$ _____
<p><b>Run # 2:</b> (Includes drop offs and pickups)</p> <ol style="list-style-type: none"> <li>1. Depart from RHQ Pharmacy (Main Street, Moncton, NB)</li> <li>2. Atlantic Institution, Renous, NB</li> <li>3. Return to RHQ Pharmacy (Main Street, Moncton, NB)</li> </ol>	\$ _____	156	\$ _____
<p><b>Run # 3:</b> (Includes drop offs and pickups)</p> <ol style="list-style-type: none"> <li>1. Depart from RHQ Pharmacy (Main Street, Moncton, NB)</li> <li>2. Dorchester Complex Medium Sector, Dorchester, NB</li> <li>3. Dorchester Complex Minimum Sector, Dorchester, NB</li> <li>4. Springhill Institution, Springhill, NS</li> <li>5. Return to RHQ Pharmacy (Main Street, Moncton, NB)</li> </ol>	\$ _____	104	\$ _____



<b>Urgent Deliveries:</b>	<b>Total cost per run</b>	<b>Estimated # of runs per year</b>	<b>Total</b>
Dorchester Complex Medium & Minimum Sectors	\$ _____	4	\$ _____
Springhill Institution	\$ _____	4	\$ _____
Nova Institution	\$ _____	4	\$ _____
Atlantic Institution	\$ _____	4	\$ _____
Greater Moncton Area	\$ _____	34	\$ _____
A sum not to exceed \$ _____ for <b>fuel charges</b> which will be paid according to the Canadian Federal Government Fuel Act.			
<b>Total \$ _____ (including fuel surcharge)</b>			

All urgent deliveries must be pre-approved by the Project Authority. Urgent deliveries include urgent medical requirements at the institutions and/or local Hospitals, unscheduled deliveries due to inclement weather and unexpected pharmacy closure.

\* Price estimates for run # 1 to Nova should include any necessary toll charges (presently \$8.00 return).

\*\* The estimated number of runs is based on 52 regular weeks but may be slightly more or less when considering holiday weeks or days without delivery due to inclement weather.

### 3.0 Applicable Taxes

- (a) All prices and amounts of money in the contract are exclusive of Applicable Taxes, unless otherwise indicated. Applicable Taxes are extra to the price herein and will be paid by Canada.
- (b) The estimated Applicable Taxes of \$ To Be Inserted at Contract Award 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 – Security Requirements Check List

DSD-ATL5434



Contract Number / Numéro du contrat <b>21201-23-4409339</b>
Security Classification / Classification de sécurité <b>Unclassified</b>

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

<b>PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE</b>	
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine <b>CSC</b>	2. Branch or Directorate / Direction générale ou Direction <b>RHQ Atlantic Regional Pharmacy</b>
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work / Brève description du travail <b>Delivery service for essential medication supplies to the Atlantic region's institutions</b>	
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <b>DS</b> <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis	
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui (Specify the level of access using the chart in Question 7. c.) Préciser le niveau d'accès en utilisant le tableau (qui se trouve à la question 7. c.)	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès	
Canada <input checked="" type="checkbox"/> <b>NA DS</b>	NATO / OTAN <input type="checkbox"/> <b>NA</b>
Foreign / Étranger <input type="checkbox"/> <b>NA</b>	
7. b) Release restrictions / Restrictions relatives à la diffusion	
No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/> <b>NA DS</b>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>	
Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies) / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies) / Préciser le(s) pays:
7. c) Level of information / Niveau d'information	
PROTECTED A / PROTÉGÉ A <input type="checkbox"/> <b>NA DS</b>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>
SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>	
	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
	SECRET <input type="checkbox"/>
	TOP SECRET / TRÈS SECRET <input type="checkbox"/>
	TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103/2004/12

Security Classification / Classification de sécurité







DSD-ATL5434



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat <b>21201-23-4409339</b>
Security Classification / Classification de sécurité <b>Unclassified</b>

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui  
If Yes, indicate the level of sensitivity.  
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:  
Commentaires spéciaux : \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui

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**PART C - (continued) / PARTIE C - (suite)**

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie  <b>NA DS</b>	PROTECTED / PROTÉGÉE			CLASSIFIED / CLASSIFIÉE			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTRICTIONNÉE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COMSEC TOP SECRET / COMSEC TRÈS SECRET	PROTECTED / PROTÉGÉE			CONFIDENTIAL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Accès / Reconnaissance / Distorsion / Production																
Media / Support TI																
Disk / Support Acoustique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

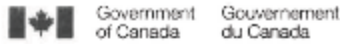
If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



DSD-ATL5434



Contract Number / Numéro du contrat <b>21201-23-4409339</b>
Unclassified / Security Classification / Classification de sécurité

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Charline Cormier	Regional Pharmacist	<i>Charline Cormier</i>	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
506-851-4122	506-851-2627	charline.cormier@csc-scc.gc.ca	2023-01-18 <i>2023-06-20</i>
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Dominic St-Denis	Contracting Security Analyst	<b>StDenis Dominic</b>	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No / Oui <input type="checkbox"/> Yes / Non
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)	Sylvie Gallant Regional Contracting Officer Regional Headquarters - Atlantic Correctional Service Canada/Gouvernement du Canada	Agence régionale des contrats Administration régionale - Atlantique Service correctionnel Canada/Gouvernement du Canada Téléphone: 506-378-8724 Courriel: <a href="mailto:Sylvie.Gallant@csc-scc.gc.ca">Sylvie.Gallant@csc-scc.gc.ca</a>	iturn <i>Sylvie Gallant</i> Digitally signed by Sylvie Gallant Date: 2023.06.19 09:14:22 -0400
Telephone No. - N° de téléphone	F: Telephone: 506-378-8724 Email: <a href="mailto:Sylvie.Gallant@csc-scc.gc.ca">Sylvie.Gallant@csc-scc.gc.ca</a>		Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
<b>Janette Meinert</b> <b>Contract Security Officer</b> <b>Janette.Meinert@tpsgc-pwgsc.gc.ca</b>		Title - Titre	Signature
			<b>Meinert, Janette</b>
			Digitally signed by Meinert, Janette Date: 2023.06.29 15:02:01 -04'00'
		E-mail address - Adresse courriel	Date

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





## ANNEX D - 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 **imperative** that the proposal **address each of these criteria** to demonstrate that the requirements are met.

- 1.2 LISTING EXPERIENCE WITHOUT PROVIDING ANY SUBSTANTIATING DATA TO SUPPORT WHERE, WHEN AND HOW SUCH EXPERIENCE WAS OBTAINED WILL RESULT IN THE STATED EXPERIENCE NOT BEING CONSIDERED FOR EVALUATION PURPOSES.
- 1.3 All experience must be strictly work-related. Time spent during education and/or training will not be considered, unless otherwise indicated.
- 1.4 Experience must be demonstrated through a history of past projects, either completed or on-going.
- 1.5 References must be provided for each project/employment experience.
  - I. Where the stated experience was acquired within a Canadian Federal Government Department or Agency **as a Public Servant**, the reference must be a Public Servant who had a supervisory role over the proposed resource during the stated employment.
  - II. Where the stated experience was acquired within a Canadian Federal Government Department or Agency **as a consultant**, the reference must be the Public Servant who was identified as the Project Authority of the project on which the proposed resource acquired the experience.
  - III. References must be presented in this format:
    - a. Name;
    - b. Organization;
    - c. Current Phone Number; and
    - d. Email address if available

### 1.6 Response Format

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



**MANDATORY TECHNICAL CRITERIA:**

<b>The contractor must</b>	<b>Page #</b>	<b>Met/Not Met</b>	<b>Comments</b>
M(1). Provide the names of two (2) proposed drivers as well as two (2) backup drivers that will be working on this contract.			
M (2). Must demonstrate that the proposed drivers meet the following minimum mandatory qualifications:  - must have six (6) months or more experience as a driver in transportation services;  In order to demonstrate that the proposed drivers possess the qualifications above, bidders must provide a resume for each of the proposed drivers (primary and back-up drivers) stating the individual's work experience (where, when, for whom. etc.), which indicates that the individual meets the above stated qualifications.			



## ANNEX E - CERTIFICATIONS

### 1. Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

\_\_\_\_\_  
Signature of authorized Representative

\_\_\_\_\_  
Date

### 2. Canadian Content Certification

This procurement is conditionally limited to Canadian services.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the service offered is a Canadian service, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the service offered being treated as a non-Canadian service.

The Bidder certifies that:

( ) the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

\_\_\_\_\_  
Signature of authorized Representative

\_\_\_\_\_  
Date

### 3. Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting Contract.

\_\_\_\_\_  
Signature of authorized Representative

\_\_\_\_\_  
Date



## ANNEX F - Insurance Requirements

### 1. Commercial General Liability Insurance:

- 1.1 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.
- 1.2 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 the Correctional Service of 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 Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

### 2. Litigation Rights:

- 2.1 Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:





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

For other provinces and territories, send to:

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

- 2.2 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.

## **2. Automobile Liability Insurance**

**2.1** 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.

**2.2** The policy must include the following:

- (a) Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
- (b) Accident Benefits - all jurisdictional statutes
- (c) Uninsured Motorist Protection
- (d) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

## **3. All Risk In Transit Insurance**

**3.1** 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 \$250,000.00 per shipment. Government Property must be insured on replacement cost basis.

**3.2** 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.

**3.3** The All Risk Property in Transit insurance must include the following:

(a) Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority at least thirty (30) days written notice of any policy cancellation.

(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 Correctional Service Canada and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.





**ANNEX G - CONTRACT SECURITY PROGRAM**

APPLICATION FOR REGISTRATION (AFR) for Canadian legal entities

Instructions for completing the Application for Registration (AFR)

Please see attached.