



RETOURNER LES SOUMISSIONS À :

RETURN BIDS TO :

Bid Receiving - Réception des soumissions :

COURRIEL :

GEN-QUE307Soumissions@CSC-SCC.GC.CA

(10 MO maximum par courriel)

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

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

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

Comments — Commentaires :

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

Vendor/Firm Name and Address —

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

Telephone # — No de Téléphone :

Fax #- N° de télécopieur :

Email / Courriel : _____

GST # or SIN or Business # — N° de TPS ou N.A.S. ou N.E.A. :

Title — Sujet: Snow Removal Service	
Solicitation No. — N°. de l'invitation 21301-23-4159492	Date : August 17, 2022
Client Reference No. — N°. de Référence du Client 21301-23-4159492	
GETS Reference No. — N°. de Référence de SEAG PW-22-01004519	
Solicitation Closes — L'invitation prend fin : À : 14h Le : October 12, 2022	F.O.B. — F.A.B. HAE
F.A.B. : Usine : Destination : X Autre :	
Address Enquiries to — Soumettre toutes questions à: Karine Clément Agente régionale, Services des Contrats & Gestion du Matériel karine.clement@csc-scc.gc.ca	
N° de téléphone : (514) 235-8177	N° de télécopieur : (450) 664-6626
Destination of Goods, Services and Construction: Complexe Sainte-Anne-des-Plaines 244, Boul. Gibson Sainte-Anne-des-Plaines (Québec) J5N 1V8	
Delivery Required - Livraison exigée : Voir aux présentes	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 bid proposal / Signer et retourner la page de couverture avec la proposition)	



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PART 1 - GENERAL INFORMATION

1. Institutional Access Requirements

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.

Contractor personnel shall submit to a verification of identity / information by CSC, and must adhere to institutional requirement for the conduct of searches prior to admittance to the institution / site. CSC reserves the right to deny access to any institution / site or part thereof of any Contractor personnel, at any time.

2. Statement of Work

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

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 fifteen (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.

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 six (6) business days before the bid closing date**. Enquiries received after that time may not be answered.

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

5. Applicable Laws

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

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

6. Mandatory Site Visit

It is mandatory that the Bidder or its representative visits the work site.

Arrangements have been made for the site visit, which will take place on **September 13, 2022 at 10:00** at the following address : Correctional Service of Canada, Sainte-Anne-des-Plaines Complex, **Building 9**: 244, Boul. Gibson, Sainte-Anne-des-Plaines (Québec) J5N 1V8.

For the site visit, wearing a mask is mandatory.

Bidders that will attend the site visit need to confirm their participation by providing the name of the person attending the site visit, **by e-mail at 341-Specialistedentretien@CSC-SCC.GC.CA, no later than September 11, 2022**. When he present himself to the site visit, the Contractor must ensure that he has a proof of identity in his possession.

Bidders that do not confirm their attendance and do not provide the name(s) of the person(s) attending the site visit will be denied access to the site. Bidders will be requested to sign an attendance form. **No further appointments will be given to bidders who will not attend the site visit or send a representative.**



PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

CSC requests that bidders provide their bid in separately bound 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 must appear in the financial bid only. No prices must be indicated in any other section of the bid.

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 (Not applicable)

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 (Not applicable)

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

- 1.2.1** The price of the offer will be evaluated in Canadian dollars, Applicable Taxes are excluded, FOB destination, Canadian customs and excise taxes are included.

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

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

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

2. Basis of Selection

A bid must comply with the requirements of the Request for Quotation and meet the mandatory technical criteria to be declared responsive. The responsive bid with the lowest evaluated total bid price will be recommended for the award of the Contract.

Please note that, for evaluation purposes, the total bid price will be calculated by adding the all-inclusive firm unit prices and hourly rates for the duration of the Contract and the options years.

In the event of a tie regarding the lowest evaluated total bid price, the Contract will be awarded to the bidder with the most experience in snow removal (according to the Registre des entreprises du Québec).

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



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

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 sets of 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 ten (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 Certification:

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



PART 6 - RESULTING CONTRACT CLAUSES

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

1. Institutional Access Requirements

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.

Contractor personnel shall submit to a verification of identity / information by CSC, and must adhere to institutional requirement for the conduct of searches prior to admittance to the institution / site. CSC reserves the right to deny access to any institution / site or part thereof of any Contractor personnel, at any time.

2. Statement of Work

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

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [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

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

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from **November 1st, 2022 to October 31st, 2023 inclusively**.

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 **two (2) additionally one (1)-year period** under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least **thirty (30) calendar days** before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.



5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Karine Clément
Title: Contracting & Materiel Services, Regional Officer
Correctional Service Canada
Contracting and Material Services
Address: 250, montée St-François
Laval (Quebec) H7C 1S5

Telephone: 514-235-8177
Facsimile: 450-664-6626
E-mail address: karine.clement@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 *(will be completed upon the award of the Contract)*

The Project Authority for the Contract is:

Name: _____
Title: _____
Correctional Service Canada
Branch/Directorate: _____
Address: _____

Telephone: ____ - ____ - _____
Facsimile: ____ - ____ - _____
E-mail address: _____

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

5.3 Contractor's Representative *(to be completed by the bidder)*

The Authorized Contractor's Representative is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - _____
Facsimile: ____ - ____ - _____
E-mail address: _____



6. Payment

6.1 Basis of Payment

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

6.2 Limitation of Expenditure *(will be completed upon the award of the Contract)*

Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are included and Applicable Taxes are extra.

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 is it 75% 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.

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 Payment terms

For the firm portion of the Contract, the Contractor will be reimbursed in **five (5) equal payments**.

The **first four (4) payments** will be made consecutively no later than the fifteenth (15th) day after the following dates: either **December 31st**, **January 31st**, **February 28th** and **March 31st**. The **fifth (5th) and final payment** will be made after the final inspection of the site, **no later than May 31st**, provided there are no claims against the Contractor.

The services included in the variable part of the Contractor must be invoiced separately from those included in the firm part.

Canada will pay the Contractor in accordance with the above payment terms if:

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



6.4 SACC Manual Clauses

SACC Manual clause [A9117C](#) (2007-11-30), T1204 - Direct Request by Customer Department
SACC Manual clause [C0710C](#) (2007-11-30), Time and Contract Price Verification
SACC Manual clause [C0705C](#) (2010-01-11), Discretionary Audit

6.5 Travel and Living Expenses

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

6.6 Electronic Payment of Invoices – Contract

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

- (a) 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.*

6.7 Direct deposit request

All new suppliers have to sign up for Direct Deposit to receive their payment. All “ **IFMMS Supplier Record Request / Revisions** ” CSC / SCC 1400-03 (R-2014-06) form, must be sent to GEN-QUE307Fournisseurs@CSC-SCC.GC.CA.

7. Invoicing Instructions

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.

The original must be forwarded address for certification and payment.

Services Techniques, Chef des installations

Courriel : 341-ChefGestiondesInstallations@CSC-SCC.GC.CA

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 Quebec.

10. Priority of Documents

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



- (a) the Articles of Agreement;
- (b) the General Conditions [2010C](#) (2022-01-28), Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) the Contractor's bid dated _____ (*will be completed at the award of the Contract*).

11. Termination on Thirty Days Notice

Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.

In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

12. Insurance – Specific Requirements

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

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:

- (a) 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).
- (b) The Contractor shall advise the Minister of any change in ownership control for the duration of the contract.
- (c) 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 shall have the right to treat this Contract as being in default and terminate the contract accordingly.
- (d) 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

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.

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

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.

Failure to provide proof of and results of a tuberculin test may result in the termination of the contract.

All costs related to such testing will be at the sole expense of the Contractor.

16. Compliance with CSC Policies

The Contractor agrees that its officers, representatives, 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.

Unless otherwise provided in the contract, the Contractor shall obtain all permits and hold all certificates and licenses required for the performance of the Work.

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

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.

The Contractor shall comply with all laws concerning health and labour conditions applicable to the performance of the Work or part thereof and shall also require compliance of same by all its subcontractors when applicable.

The Contractor upon any request for information or inspection dealing with the Work by an authorized representative of a Public Entity shall forthwith notify the Project Authority or Her Majesty.

Evidence of compliance with laws applicable to the performance of the Work or part thereof by either the Contractor or its subcontractor shall be furnished by the Contractor to the Project Authority or Her Majesty at such time as the Project Authority or Her 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:

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;

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

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

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 or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 10 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the Department of Public Work and Government Services Act and Section 23 of the Procurement Ombudsman Regulations.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by e-mail at [the Office of the Procurement Ombudsman email address](#), or by web at [the Office of the Procurement Ombudsman website](#).

20. Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will review a complaint filed by the complainant respecting the administration of the Contract if the requirements of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met.

To file a complaint, the Office of the Procurement Ombudsman 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.

21. Privacy

The Contractor acknowledges that Canada is bound by the Privacy Act, R.S.C. 1985, c. P-21, with respect to the protection of personal information as defined in that Act. The Contractor shall keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract, and shall not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract.



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

22. 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.

23. 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 here attached)
TECHNICAL SPECIFICATIONS
« SNOW REMOVAL SERVICE »



ANNEX B – Proposed Basis of Payment

1. 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 unit prices and hourly rates below in the performance of this Contract, Applicable Taxes extra.



**SAINTE-ANNE-DES-PLAINES COMPLEX
SNOW REMOVAL SERVICE**

Fixed period: from November 1st, 2022 until October 31st, 2023

TABLEAU DES PRIX UNITAIRES

It has been convened between her Majesty and the Contractor that the following table is the "Unit price table for the Contract". Prices must include among other things: profits and administration fees, labor, fuel, abrasive materials, mobilization, demobilization, cleaning and any other element mentioned in the Technical Specifications.

FIRM PART:

ITEM	DESCRIPTION	UNIT OF MEASUREMENT	UNIT PRICE	QUANTITY	TOTAL
A.1	Snow removal according to the level of service 1.	M ²	\$ _____	50,683	\$ _____
A.2	Snow removal according to the level of service 2.	M ²	\$ _____	32,937	\$ _____
A.3	Snow removal according to the level of service 3.	M ²	\$ _____	13,427	\$ _____
A.4	Snow removal according to the level of service 4.	M ²	\$ _____	15,257	\$ _____
For the firm part work, the Contractor will be paid in five (5) equal payments of _____ \$ for a total value of :					\$ _____

VARIABLE PART:

ITEM	DESCRIPTION	UNIT OF MEASUREMENT	UNIT PRICE	ESTIMATED QUANTITY	ESTIMATED TOTAL
B.1	Hourly rate for a wheeled loader tractor of a minimum power of 220 HP equipped with a snow bucket with a capacity of at least 4 cubic yds and a movable plow with independent cutting edges with operator.	Hour	\$ _____	30	\$ _____
B.2	Hourly rate for a ten-wheel or twelve-wheel dump truck for transporting snow with snow panels with driver.	Hour	\$ _____	890	\$ _____
B.3	Hourly rate for a truck for transporting snow, semi-trailer type, over 25 feet long with dump bucket with snow panels with driver.	Hour	\$ _____	65	\$ _____
B.4	Hourly rate for a tractor with power from 25 to 50 HP, 4X4, with a rear plow and a commercial snow blower on the front, with operator.	Hour	\$ _____	30	\$ _____
B.5	Hourly rate for an industrial self-propelled snow blower , over 200 HP or a front-end loader type tractor on wheels with industrial snow blower of over 200 HP with rotating drum and operator.	Hour	\$ _____	30	\$ _____
B.6	Hourly rate for a 4X4 pick-up truck with a 3 cubic yds sander with driver.	Hour	\$ _____	10	\$ _____
B.7	Hourly rate for a day labourer for shovelling with shovels and/or ice scraper.	Hour	\$ _____	115	\$ _____
* Quantity are estimated and for evaluation purpose onyl.					
ESTIMATED TOTAL :					\$ _____
TOTAL FIXED PERIOD (firm part + variable part) :					\$ _____



Hourly rates:

ONLY those services actually rendered will be paid. Hourly rates apply to on-site productive work time, which include but is not limited to mobilization, demobilization and clean-up. Hourly rates do not apply to meal times and unauthorized breaks. No payment will 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.

Fees and expenses:

ONLY those expenses invoiced at the above bid rate will be paid. Bid rates include EVERYTHING that is necessary to perform the work, in accordance with expected services, as described in the technical specifications. This include, but is not limited to, administration fees and expenses, profit, transportation of labor, equipment and materials; and any other necessary service delivery expenses.



**SAINTE-ANNE-DES-PLAINES COMPLEX
SNOW REMOVAL SERVICE**

Option 1: from November 1st, 2023 until October 31st, 2024

TABLEAU DES PRIX UNITAIRES

It has been convened between her Majesty and the Contractor that the following table is the "Unit price table for the Contract". Prices must include among other things: profits and administration fees, labor, fuel, abrasive materials, mobilization, demobilization, cleaning and any other element mentioned in the Technical Specifications.

FIRM PART:

ITEM	DESCRIPTION	UNIT OF MEASUREMENT	UNIT PRICE	QUANTITY	TOTAL
A.1	Snow removal according to the level of service 1.	M ²	\$ _____	50,683	\$ _____
A.2	Snow removal according to the level of service 2.	M ²	\$ _____	32,937	\$ _____
A.3	Snow removal according to the level of service 3.	M ²	\$ _____	13,427	\$ _____
A.4	Snow removal according to the level of service 4.	M ²	\$ _____	15,257	\$ _____
For the firm part work, the Contractor will be paid in five (5) equal payments of _____ \$ for a total value of :					\$ _____

VARIABLE PART:

ITEM	DESCRIPTION	UNIT OF MEASUREMENT	UNIT PRICE	ESTIMATED QUANTITY	ESTIMATED TOTAL
B.1	Hourly rate for a wheeled loader tractor of a minimum power of 220 HP equipped with a snow bucket with a capacity of at least 4 cubic yds and a movable plow with independent cutting edges with operator.	Hour	\$ _____	30	\$ _____
B.2	Hourly rate for a ten-wheel or twelve-wheel dump truck for transporting snow with snow panels with driver.	Hour	\$ _____	890	\$ _____
B.3	Hourly rate for a truck for transporting snow, semi-trailer type, over 25 feet long with dump bucket with snow panels with driver.	Hour	\$ _____	66	\$ _____
B.4	Hourly rate for a tractor with power from 25 to 50 HP, 4X4, with a rear plow and a commercial snow blower on the front, with operator.	Hour	\$ _____	30	\$ _____
B.5	Hourly rate for an industrial self-propelled snow blower , over 200 HP or a front-end-loader type tractor on wheels with industrial snow blower of over 200 HP with rotating drum and operator.	Hour	\$ _____	30	\$ _____
B.6	Hourly rate for a 4X4 pick-up truck with a 3 cubic yds sander with driver.	Hour	\$ _____	8	\$ _____
B.7	Hourly rate for a day labourer for shovelling with shovels and/or ice scraper.	Hour	\$ _____	115	\$ _____
* Quantity are estimated and for evaluation propose onyl.					
ESTIMATED TOTAL :					\$ _____
TOTAL OPTION 1 (firm part + variable part) :					\$ _____



Hourly rates:

ONLY those services actually rendered will be paid. Hourly rates apply to on-site productive work time, which include but is not limited to mobilization, demobilization and clean-up. Hourly rates do not apply to meal times and unauthorized breaks. No payment will 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.

Fees and expenses:

ONLY those expenses invoiced at the above bid rate will be paid. Bid rates include EVERYTHING that is necessary to perform the work, in accordance with expected services, as described in the technical specifications. This include, but is not limited to, administration fees and expenses, profit, transportation of labor, equipment and materials; and any other necessary service delivery expenses.



**SAINTE-ANNE-DES-PLAINES COMPLEX
SNOW REMOVAL SERVICE**

Option 2: from November 1st, 2024 until October 31st, 2025

TABLEAU DES PRIX UNITAIRES

It has been convened between her Majesty and the Contractor that the following table is the "Unit price table for the Contract". Prices must include among other things: profits and administration fees, labor, fuel, abrasive materials, mobilization, demobilization, cleaning and any other element mentioned in the Technical Specifications.

FIRM PART:

ITEM	DESCRIPTION	UNIT OF MEASUREMENT	UNIT PRICE	QUANTITY	TOTAL
A.1	Snow removal according to the level of service 1.	M ²	\$ _____	50,683	\$ _____
A.2	Snow removal according to the level of service 2.	M ²	\$ _____	32,937	\$ _____
A.3	Snow removal according to the level of service 3.	M ²	\$ _____	13,427	\$ _____
A.4	Snow removal according to the level of service 4.	M ²	\$ _____	15,257	\$ _____
For the firm part work, the Contractor will be paid in five (5) equal payments of _____ \$ for a total value of :					\$ _____

VARIABLE PART:

ITEM	DESCRIPTION	UNIT OF MEASUREMENT	UNIT PRICE	ESTIMATED QUANTITY	ESTIMATED TOTAL
B.1	Hourly rate for a wheeled loader tractor of a minimum power of 220 HP equipped with a snow bucket with a capacity of at least 4 cubic yds and a movable plow with independent cutting edges with operator.	Hour	\$ _____	30	\$ _____
B.2	Hourly rate for a ten-wheel or twelve-wheel dump truck for transporting snow with snow panels with driver.	Hour	\$ _____	890	\$ _____
B.3	Hourly rate for a truck for transporting snow, semi-trailer type, over 25 feet long with dump bucket with snow panels with driver.	Hour	\$ _____	66	\$ _____
B.4	Hourly rate for a tractor with power from 25 to 50 HP, 4X4, with a rear plow and a commercial snow blower on the front, with operator.	Hour	\$ _____	30	\$ _____
B.5	Hourly rate for an industrial self-propelled snow blower , over 200 HP or a front-end-loader type tractor on wheels with industrial snow blower of over 200 HP with rotating drum and operator.	Hour	\$ _____	30	\$ _____
B.6	Hourly rate for a 4X4 pick-up truck with a 3 cubic yds sander with driver.	Hour	\$ _____	8	\$ _____
B.7	Hourly rate for a day labourer for shovelling with shovels and/or ice scraper.	Hour	\$ _____	115	\$ _____
* Quantity are estimated and for evaluation purpose onyl.					
ESTIMATED TOTAL :					\$ _____
TOTAL OPTION 1 (firm part + variable part) :					\$ _____



Hourly rates:

ONLY those services actually rendered will be paid. Hourly rates apply to on-site productive work time, which include but is not limited to mobilization, demobilization and clean-up. Hourly rates do not apply to meal times and unauthorized breaks. No payment will 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.

Fees and expenses:

ONLY those expenses invoiced at the above bid rate will be paid. Bid rates include EVERYTHING that is necessary to perform the work, in accordance with expected services, as described in the technical specifications. This include, but is not limited to, administration fees and expenses, profit, transportation of labor, equipment and materials; and any other necessary service delivery expenses.



2. 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 unit prices and hourly rates, 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.

3. 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.

4. Electronic Payment of Invoices – Bid *(to be completed by the Bidder)*

Canada requests that Bidders 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 Bidder is not obligated to accept payment by Electronic Payment Instruments.

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



ANNEX C – Insurance requirements

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program) .
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. 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 Act](#), S.C. 1993, c. J-2, s. 1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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