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PART 1 - GENERAL INFORMATION**1. Introduction**

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

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

The Annexes include:

- Annex A - Statement of Work
 Annex B - Basis of Payment
 Annex C- Security Requirement Check List
 Annex D - Evaluation Criteria

2. Summary

- (i) Request a Regional Individual Standing Offer for the provision of confined space entry and rescue services to Correctional Services of Canada, Dorchester Penitentiary and Westmorland Institution, Dorchester (New Brunswick). The services will be provided on an as and when requested basis for the period from 01 April 2012, or date of award, to 31 March 2013, with the option to extend for up to four (4) periods of one year each.
- (ii) There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, Financial and Insurance Requirements, and Part 7A - Standing Offer. Offerors should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Web site.
- (iii) The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).
- (iv) The requirement is limited to Canadian goods and/or services.

3. Security Requirement

There is a security requirement associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses.

4. Debriefings

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

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the Standard Acquisition Clauses and Conditions (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

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

The 2006 (2012/03/02) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

1.1 SACC Manual Clauses

M0019T, Firm Price and/or Rates (2005-05-07)

2. Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

4. Applicable Laws

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

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (2 hard copies)

Section II: Financial Offer (1 hard copy)

Section III: Certifications (1 hard copy)

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

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

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

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 Policy on Green Procurement

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

. To assist Canada in reaching its objectives, offerors are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a) () Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA _____

Master Card _____

- (b) () Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1. Technical Evaluation

1.1.1 Mandatory Technical Criteria

See detailed in Annex "D" - Evaluation Criteria

1.2 Financial Evaluation

The Evaluation cost/total price will be the total estimated cost detailed at Annex B - Basis of Payment.

2. Basis of Selection

Basis of Selection - Mandatory Technical Criteria Only

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

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

1. Certifications Precedent to Issuance of a Standing Offer

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

1.1 Federal Contractors Program - Certification - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than a reduction of their workforce to less than 100 employees. Any offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Offeror or the member of the joint venture

- (a) ☐ is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) ☐ is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) ☐ is subject to the requirements of FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/ or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- (d) ☐ has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____.

Further information on the FCP is available on the HRSDC Web site.

Signature

Date

1.2 Former Public Servant Certification

Contracts with 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 with FPS, offerors must provide the information required below.

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, in the context of the fee abatement formula, 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

Is the Offeror a FPS in receipt of a pension as defined above? **YES** () **NO** ()

If so, the Offeror must provide the following information:

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

Work Force Reduction Program

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **YES** () **NO** ()

If so, the Offeror must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;

- (f) period of lump sum payment including start date, end date and number of weeks;
 (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

Certification

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

 Signature

 Date

1.3 Status and Availability of Resources

If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer 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 Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.

 Signature

 Date

1.4 Education and Experience

The Offeror certifies that all the information provided in the résumés and supporting material submitted with its offer, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Offeror to be true and accurate. Furthermore, the Offeror warrants that every individual offered by the Offeror for the requirement is capable of performing the Work resulting from a call-up against the Standing Offer.

 Signature

 Date

1.5 Workers compensation

The Contractor must maintain its account in good standing with the applicable provincial or territorial Workers' Compensation Board for the duration of the Contract.

1.5.1 Workers Compensation Certification- Letter of Good Standing

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

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1.6 Canadian Content Certification

1.6.1. SACC Manual clause

A3050T (2010/01/11) Canadian Content Definition.

1.6.2 Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that:

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

Signature

Date

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

1. Security Requirement

1. Before issuance of a standing offer, the following conditions must be met:

- (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
- (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7A - Standing Offer;
- (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.

3. For additional information on security requirements, bidders should consult the "[Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders](http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31)" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Web site.

2. Financial Capability

SACC Manual clause M9033T (2011-05-16) Financial Capability

3. Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Part 7, item 7.

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

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

2. Security Requirement

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

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

3. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

3.1 General Conditions

2005 (2012/03/02) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from 01 April 2012 to 31 March 2013.

4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for up to four (4) additional periods of one year each, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Annette Bourque
A/Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch

1045 Main St.,
Unit 108, Lobby C, 1st Floor
Moncton, NB E1C 1H1

Telephone: 506 851-2325
Facsimile: 506 851-6759
E-Mail: annette.bourque@pwgsc-tpsgc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting

Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

5.2 Project Authority

The Project Authority for the Standing Offer is:

Details will be provided in any resulting standing offer

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

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

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

5.3 Offeror's Representative

(offeror please complete)

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

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

6. Identified Users

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

Correctional Services Canada
 Chief Facilities Management
 Dorchester Penitentiary
 4902 Main Street
 Dorchester, New Brunswick E4K 2Y9

7. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form *PWGSC-TPSGC 942, Call-up Against a Standing Offer* or electronic document.

8. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$5,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

9. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$30,571.00 in the period from 01 April 2012 to 31 March 2013 (Goods and Services Tax or Harmonized Sales Tax excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 3 months before the expiry date of the Standing Offer, whichever comes first.

However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

The Financial Limitation (Goods and Services Tax or Harmonized Sales Tax excluded) for the optional periods are:

01 April 2013 to 31 March 2014 - \$32,178.00
 01 April 2014 to 31 March 2015 - \$33,809.00
 01 April 2015 to 31 March 2016 - \$35,649.00
 01 April 2016 to 31 March 2017 - \$37,280.00

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 call up against the Standing Offer, including any annexes;
- (b) the articles of the Standing Offer;
- (c) the general conditions 2005 (2012/03/02), General Conditions - Standing Offers - Goods or Services
- (d) the general conditions 2010B (2012/03/02), Professional Services (Medium complexity)
- (e) Annex A, Statement of Work;
- (f) Annex B, Basis of Payment;
- (g) Annex C, Security Requirement Check List;
- (h) the Offeror's offer _____ (insert date of offer), _____ (if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on _____" **or** "as amended _____". (insert date(s) of clarification(s) or amendment(s) if applicable).

11. Certifications

11.1 Compliance

Compliance with the certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or it is determined that any

certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

11.2 SACC Manual Clauses

M3020C, Status and Availability of Resources (2010-01-11)

M3060C, Canadian Content Certification (2008-05-12)

12. Applicable Laws

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

B. RESULTING CONTRACT CLAUSES

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

1. Statement of Work

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

2. Standard Clauses and Conditions

2.1 General Conditions

2010B (2012-03-02), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 15 Interest on Overdue Accounts, of 2010B (2012-03-02), General Conditions - Professional Services (Medium Complexity) will not apply to payments made by credit cards.

3. Term of Contract

3.1 Period of the Contract

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

4. Payment

4.1 Basis of Payment - Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with Basis of Payment, Annex B, to a limitation of expenditure as specified in the call-up against the Standing Offer. Customs duties are included, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

4.2 Limitation of Price

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

4.3 SACC Manual Clauses

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

C0711C, Time Verification (2008-05-12)

H1000C, Single Payment (2008-05-12)

4.4 Payment by Credit Card

The following credit card is accepted: _____. **OR**

The following credit cards are accepted: _____ and _____.

5. Invoicing Instructions

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

6. SACC Manual Clauses

A9068C, Government Site Regulations (2010-01-11)

7. Insurance Requirements

The Contractor must comply with the insurance requirements specified herein. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.1 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this

nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

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

- (o) n/a
- (p) n/a
- (q) n/a.

- (r) 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.

7.2 Medical Malpractice Liability Insurance

1. The Contractor must obtain Medical Malpractice 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 loss and in the annual aggregate, inclusive of the defence costs.
2. Coverage is for what is standard in a Medical Malpractice policy and must be for claims arising out of the rendering or failure to render medical services resulting in injury, mental injury, illness, disease or death of any person caused by any negligent act, error or omission committed by the Contractor in or about the conduct of the Contractor's professional occupation or business of good samaritan acts.
3. 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.

Solicitation No. - N° de l'invitation

21220-120020/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

mct006

Client Ref. No. - N° de réf. du client

21220-120020

File No. - N° du dossier

MCT-1-34305

CCC No./N° CCC - FMS No/ N° VME

4. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

ANNEX A
STATEMENT OF WORK

Title:

Confined Spaces entry and rescue services

Objective:

- Correctional Service Canada at Dorchester Penitentiary and Westmorland Institution requires a supplier to provide confined space attendant and rescue services on an as required basis, in accordance with the requirements of this standing offer.

Background

- All the work that is to be done is in strict compliance with the *Canada Occupational Health & Safety Regulations* and the supplier and its employees are to have extensive knowledge of the *Canada Occupational Health & Safety Regulations* pertaining to confined space entry and rescue.

Scope

- The supplier must provide confined space attendant and rescue services on an as required basis, in accordance with the requirements of this standing offer at the following location for the period of April 1, 2012 to March 31, 2013
 - ✓ Dorchester Penitentiary
4902 Main Street,
Dorchester, N.B.
E4K 2Y9
 - ✓ Westmorland Institution
4902A Main Street,
Dorchester, N.B.
E4K 2Y9

Confined space:

A tank, silo, storage bin, process vessel, underground vault, tunnel, or other enclosure not intended for human occupancy, except for the purpose of performing work, and:

- has a limited number of openings for entry and exit & has poor ventilation;
- in which there may be an oxygen deficient atmosphere, or
- in which there may be an airborne dangerous substance.

ANNEX A
STATEMENT OF WORK

Tasks:

Confined Space Attendant Services:

The supplier will provide a minimum of one person to be posted outside a confined space as an attendant.

The Attendant:

- ✓ Will not perform any other tasks which could distract him or her from their function of observing the person in the space;
- ✓ Will set up a mechanical retrieval device, equipped a secure anchor point in all vertical confined space entries;
- ✓ Will control the life-line attached to the person in the space and ensure the lifeline is attached to the secure anchor point at all times, when possible;
- ✓ Will wear a group E, approved safety harness at all times;
- ✓ Will maintain visual/voice contact with the worker and monitor the ventilation equipment (if applicable) and work area.
- ✓ Will summon assistance in case of any emergency situation;
- ✓ Will be trained in rescue procedures and possess a valid First Aid, CPR, AED certificate;
- ✓ Evacuate the confined space in the event that the attendant must leave the entrance to the space;
- ✓ Complete the on-site portions of the permit;
- ✓ Control and record entry to and exit from the confined space;
- ✓ Ensure the safety of personnel inside the confined space;
- ✓ Monitor hazards inside and outside the confined space and communicate hazard information to workers.

ANNEX A
STATEMENT OF WORK

Confined Space Rescue Services:

The supplier will provide rescue services.

The rescue services:

- ✓ Will be on site;
 - ✓ Will provide at least one rescue person (in addition to the attendant);
 - ✓ When two or more workers are in a confined space and/or due to the nature of the work and the difficulty of escape or rescue has been assessed by the Program Administrator as a higher risk, additional rescue personnel may be required at the discretion of the Program Administrator. The supplier will supply such services, if requested to do so.
 - ✓ Will wear all required PPE including harness, have available life-line and some form of positive pressure air supplied respirator. The respirator type will be assessed as part of the potential rescue requirements.
 - ✓ Will follow confined space entry procedures, including but not limited to, atmospheric testing, prior to entry;
 - ✓ Will be trained in rescue procedures, such as casualty manipulation and other rescue techniques deemed adequate by the Program Administrator and possess a valid First Aid, CPR, AED certificate.
 - ✓ Will participate in the development of the entry specific rescue plan, in conjunction with the Program Administrator the Supervisor and the employee(s) entering the confined space. They will decide if more than one rescue person is required based upon the considerations and upon the availability of additional personnel from the immediate vicinity.
- The supplier will inspect and/or this equipment prior to confined space entry and will report any deficiencies to the Program Administrator. No deficient equipment will be used.
- The supplier will also calibrate the CSC gas monitors, following established procedures prior to each entry. The calibration date and time will be logged onto the permit.

ANNEX A
STATEMENT OF WORK

- The supplier will provide the following equipment:
 - ✓ CSA approved group “E” harness for each of his or her own workers. This harness will be appropriate for each worker. It will also be inspected annually by a qualified person and prior to each use by the user
 - ✓ CSA approved hard hat or bump cap.
 - ✓ CSA approved safety glasses or goggles
 - ✓ CSA approved (green triangle, minimum) safety footwear
 - ✓ Appropriate clothing for the employees
 - ✓ Self contained breathing apparatus or supplied air respirator
- The supplier may be required to participate in an annual simulation drill to test the rescue response. This would involve other CSC staff. The results of the simulation drill will be provided to the Program Administrator.

Vendor’s Performance:

- The supplier’s performance will be monitored by the Technical Authority or his/her delegate.
- Performance Factors will include, but NOT limited to:
 - Providing service required, delays and/or non availability of rescue personnel are not acceptable to the crown and where such events occur more frequently than once (1) per month;
 - Immediately COMMUNICATE unavailability of service as per Standing offer (or within 2 hours maximum);
 - Supplying the necessary rescue personnel within a required time frame;
 - Following all safety rules including the respiratory protection program and the confined space entry procedures at all times.
 - Providing required quality service;
- Failure to provide the level of quality of services as defined herein OR non compliance as per tasks listed above during the period of the standing offer will result in the following:
 - Initial verbal notice of failure to provide the level of service required, quality services, time frame, etc.
 - A second incident will result in a written notification requesting corrective action: and
 - For the third incident, the vendor will be advised in writing upon twenty-four (24) hours notice that their standing offer has been set-aside and no further call-ups will be processed.

ANNEX A
STATEMENT OF WORK

Technical Specifications:

- The Technical Authority for this standing offer shall be the Chief Facilities Management, Westmorland Institution, 4902A Main Street, Dorchester, NB or in his/her absence, his/her delegate.
- The work shall be carried out to the satisfaction of the Chief Facilities Management, Westmorland Institution, 4902A Main Street, Dorchester, NB
- The supplier and its employees will follow the provisions of the Dorchester/Westmorland Confined Spaces safety program and will provide a minimum of 2 people, one attendant and one rescue.
- The supplier will maintain a contact number where he can be reach in the event of an emergency 24 hours a day, 7 days a week, and will provide emergency service during and after regular hours with a maximum on-site response time as follows:
 - Dorchester Penitentiary: 4 hours
 - Westmorland Institution: 4 hours

Respiratory Protection Program:

- The supplier will implement his or her own respiratory protection program, which includes all elements of CSA Standard Z94.4-02. The supplier will be required to demonstrate that all elements are in place (e.g. equipment inspection/maintenance, worker training, worker health surveillance, fit testing, medicals, etc.) with respect to his or her operations.
- The supplier will accept to undergo fit testing by CSC personnel at his or her cost, unless he or she can demonstrate that fit testing was done within his organization, in accordance with CSA Standard Z94.4-02.

Travel:

- Travel and meals to be include in the first hourly rate for each service call.

ANNEX A
STATEMENT OF WORK

Constraints:

Timeliness: The supplier will provide the services within a 48 hour notice and a normal workday will extend from 7:30 AM to 5:30 PM.

Permits: The supplier will ensure that no confined spaces entries occur unless a valid permit (within 8 hours) is issued by the institutional Confined Spaces Program Administrator, authorizing the entry. A copy of the permit will be available at the entrance of the confined space, and the supplier will be responsible for completing the onsite portions of the permit (e.g. air test results, persons in & out, etc.). The supplier will ensure that the Program Administrator signs off on the permit upon completion of the work inside the confined space.

- The supplier shall perform site hazard assessments to establish site specific safe work practice procedures for the safety and well being of his / her employees. As a minimum, ensure that procedures are prepared for safe entry into the elevator pit, hoist way area, top of car, the mechanical room, or other areas where such procedures are required. Ensure that procedures are made available on site to the elevator maintenance personnel.
- All copies of the formal Hazard Assessments conducted by the supplier throughout the duration of the work shall be retained and made available to the Chief Facilities Management or his/her delegate immediately upon request.
- In case of “CLOSURE OF GOVERNMENT FACILITIES” in regards to lockdown due to inmate disturbance or other delays caused by the Crown at the site, the following will apply:
 - ✓ The supplier’s personnel are employees of the supplier and are paid by the supplier on the basis of services rendered. Where the supplier or the supplier’s employees are providing services on government premises pursuant to this supplier 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, the Crown will not be liable for payment to the supplier for the period of closure.
 - ✓ In the event of closure, the supplier shall immediately notify the Site Authority or his/her delegate. The contactor will be compensated for the time to return at their closest office or at a maximum of 2 hours whichever is less.

ANNEX A
STATEMENT OF WORK

Client Support:

- The Chief Facilities Management or his/her delegate shall co-ordinate the arrangements for the supplier to be briefed on site safety within fourteen (14) days of award of the standing offer.
- Escort will be provided by an assigned CSC staff or Commissionaire, if required.
- Provision and Use of Equipment:
The supplier will be familiar with and will use the following Dorchester Penitentiary confined spaces equipment, where applicable:
 - ✓ Gas monitors
 - ✓ Davit arm or tripod
 - ✓ Winch
 - ✓ Ventilation equipment
 - ✓ Communication devices (i.e. radios)
 - ✓ Portable ladders
 - ✓ Temporary lighting
 - ✓ Rescue equipment (i.e. SKED, stretcher, etc.)

Deliverables:

- The supplier will supply a contact number(s) where he can be reach to schedule a confined space entry during normal working and in the event of an emergency 24 hours a day, 7 days a week within ten (10) days of award of the standing offer.
- The supplier shall provide a copy of their company's Occupational Health and Safety Policy and Program prior to commencing the work. It shall meet the most stringent of the Federal and Provincial Occupational Health and Safety Acts.
- The supplier must supply 3 copies of their required on-site tool list by completing form (CSC-765 Tool Register) to the commissionaire for proper internal distribution.
- The supplier is required, if service was rendered, to submit monthly invoices, outlining the dates of the services rendered.
- The supplier will supply to CSC each year at the time of renewal the following:
 - a copy of a valid First Aid/CPR/AED certificate;
 - training and fit testing on respiratory protection equipment to be used
 - confined space entry and rescue (minimum every 3 years)
 - a copy of the Letter of Coverage, Certified Clearance Certificates and Experience Rating from the Provincial Worker's Compensation
 - a copy of his/her own Respiratory Protection Program for review by the Technical Authority or his/her delegate;
 - a copy of the fit testing for each member of the rescue team;
 - a list of equipment to be utilized during this standing offer. (i.e. make, model, year of purchase, CSA approved, and date inspected by qualified person).

ANNEX B
BASIS OF PAYMENT

The supplier will perform the work on an as and when requested basis, in accordance with the call-up against the standing offer, and will be paid costs incurred in accordance with the following rates:

| For the period from April 1, 2012 to March 31, 2013 | | | | | | | | |
|---|---|-----------------------|------------------|----------|--------------------------------|-------------|----------|-------------|
| Item | Labour All inclusive rates | *A. First hour | | | B. After First Hour | | | Total (A+B) |
| | | First Hour Est. | Hourly Rate * | Total | After First Hour Est. | Hourly Rate | Total | |
| | Rescue Personnel | Hourly Rates | | | | | | |
| 1 | Regular Normal Workday (07:30 to 17:00) Monday to Friday | 13 | \$ _____ | \$ _____ | 100 | \$ _____ | \$ _____ | \$ _____ |
| 2 | After Hours (Scheduled Work) (17:00 to 07:30) Monday to Friday | 6 | \$ _____ | \$ _____ | 18 | \$ _____ | \$ _____ | \$ _____ |
| 3 | Emergency After Hours (17:00 to 07:30) Monday to Friday | 6 | \$ _____ | \$ _____ | 18 | \$ _____ | \$ _____ | \$ _____ |
| 4 | Emergency After Hours (Saturday, Sunday and Holidays) | 6 | \$ _____ | \$ _____ | 18 | \$ _____ | \$ _____ | \$ _____ |
| Total estimated cost (01 April 2012 to 31 March 2013) | | | | | | | | \$ _____ |

| For the option period from April 1, 2013 to March 31, 2014 | | | | | | | | |
|--|---|-----------------------|------------------|----------|--------------------------------|-------------|----------|-------------|
| Item | Labour All inclusive rates | *A. First hour | | | B. After First Hour | | | Total (A+B) |
| | | First Hour Est. | Hourly Rate * | Total | After First Hour Est. | Hourly Rate | Total | |
| | Rescue Personnel | Hourly Rates | | | | | | |
| 1 | Regular Normal Workday (07:30 to 17:00) Monday to Friday | 13 | \$ _____ | \$ _____ | 100 | \$ _____ | \$ _____ | \$ _____ |
| 2 | After Hours (Scheduled Work) (17:00 to 07:30) Monday to Friday | 6 | \$ _____ | \$ _____ | 18 | \$ _____ | \$ _____ | \$ _____ |
| 3 | Emergency After Hours (17:00 to 07:30) Monday to Friday | 6 | \$ _____ | \$ _____ | 18 | \$ _____ | \$ _____ | \$ _____ |
| 4 | Emergency After Hours (Saturday, Sunday and Holidays) | 6 | \$ _____ | \$ _____ | 18 | \$ _____ | \$ _____ | \$ _____ |
| Total estimated cost (01 April 2013 to 31 March 2014) | | | | | | | | \$ _____ |

ANNEX B
BASIS OF PAYMENT

| For the option period from April 1, 2014 to March 31, 2015 | | | | | | | | |
|--|---|-----------------------|------------------|----------|--------------------------------|-------------|----------|-------------|
| Item | Labour All inclusive rates | *A. First hour | | | B. After First Hour | | | Total (A+B) |
| | | First Hour Est. | Hourly Rate * | Total | After First Hour Est. | Hourly Rate | Total | |
| | Rescue Personnel | Hourly Rates | | | | | | |
| 1 | Regular Normal Workday (07:30 to 17:00) Monday to Friday | 13 | \$ _____ | \$ _____ | 100 | \$ _____ | \$ _____ | \$ _____ |
| 2 | After Hours (Scheduled Work) (17:00 to 07:30) Monday to Friday | 6 | \$ _____ | \$ _____ | 18 | \$ _____ | \$ _____ | \$ _____ |
| 3 | Emergency After Hours (17:00 to 07:30) Monday to Friday | 6 | \$ _____ | \$ _____ | 18 | \$ _____ | \$ _____ | \$ _____ |
| 4 | Emergency After Hours (Saturday, Sunday and Holidays) | 6 | \$ _____ | \$ _____ | 18 | \$ _____ | \$ _____ | \$ _____ |
| Total estimated cost (01 April 2014 to 31 March 2015) | | | | | | | | \$ _____ |

| For the option period from April 1, 2015 to March 31, 2016 | | | | | | | | |
|--|---|-----------------------|------------------|----------|--------------------------------|-------------|----------|-------------|
| Item | Labour All inclusive rates | *A. First hour | | | B. After First Hour | | | Total (A+B) |
| | | First Hour Est. | Hourly Rate * | Total | After First Hour Est. | Hourly Rate | Total | |
| | Rescue Personnel | Hourly Rates | | | | | | |
| 1 | Regular Normal Workday (07:30 to 17:00) Monday to Friday | 13 | \$ _____ | \$ _____ | 100 | \$ _____ | \$ _____ | \$ _____ |
| 2 | After Hours (Scheduled Work) (17:00 to 07:30) Monday to Friday | 6 | \$ _____ | \$ _____ | 18 | \$ _____ | \$ _____ | \$ _____ |
| 3 | Emergency After Hours (17:00 to 07:30) Monday to Friday | 6 | \$ _____ | \$ _____ | 18 | \$ _____ | \$ _____ | \$ _____ |
| 4 | Emergency After Hours (Saturday, Sunday and Holidays) | 6 | \$ _____ | \$ _____ | 18 | \$ _____ | \$ _____ | \$ _____ |
| Total estimated cost (01 April 2015 to 31 March 2016) | | | | | | | | \$ _____ |

ANNEX B
BASIS OF PAYMENT

| For the option period from April 1, 2016 to March 31, 2017 | | | | | | | | |
|--|---|-----------------------|------------------|----------|--------------------------------|-------------|----------|-------------|
| Item | Labour All inclusive rates | *A. First hour | | | B. After First Hour | | | Total (A+B) |
| | | First Hour Est. | Hourly Rate * | Total | After First Hour Est. | Hourly Rate | Total | |
| | Rescue Personnel | Hourly Rates | | | | | | |
| 1 | Regular Normal Workday (07:30 to 17:00) Monday to Friday | 13 | \$ _____ | \$ _____ | 100 | \$ _____ | \$ _____ | \$ _____ |
| 2 | After Hours (Scheduled Work) (17:00 to 07:30) Monday to Friday | 6 | \$ _____ | \$ _____ | 18 | \$ _____ | \$ _____ | \$ _____ |
| 3 | Emergency After Hours (17:00 to 07:30) Monday to Friday | 6 | \$ _____ | \$ _____ | 18 | \$ _____ | \$ _____ | \$ _____ |
| 4 | Emergency After Hours (Saturday, Sunday and Holidays) | 6 | \$ _____ | \$ _____ | 18 | \$ _____ | \$ _____ | \$ _____ |
| Total estimated cost (01 April 2016 to 31 March 2017) | | | | | | | | \$ _____ |

*Travel and meals to be included in the first hourly rate for each service call.

Grand Total (all periods) \$ _____

Quantities are estimated and are to be used for evaluation purposes only. The sum of all periods will be used for evaluation purposes.



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

54330-017-0030

Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

| PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE | | |
|---|--|--|
| 1. Originating Government Department or Organization / Ministère du organisme gouvernemental d'origine | | 2. Branch or Directorate / Direction générale ou Direction |
| Correctional Service Canada | | Works and Engineering |
| 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 | | |
| Correctional Service Canada at Dorchester Penitentiary and Westmorland Institution requires a contractor to provide confined space attendant and rescue services on an as required basis, in accordance with the requirements of this contract. | | |
| 5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées? <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? (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) <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui | | |
| 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"/> | NATO / OTAN <input type="checkbox"/> | Foreign / Étranger <input type="checkbox"/> |
| 7. b) Release restrictions / Restrictions relatives à la diffusion | | |
| No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/> | All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/> | No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/> |
| Not releasable / À ne pas diffuser <input type="checkbox"/> | | |
| Restricted to: / Limité à: <input type="checkbox"/> | Restricted to: / Limité à: <input type="checkbox"/> | Restricted to: / Limité à: <input type="checkbox"/> |
| Specify country(ies) / Préciser le(s) pays: | Specify country(ies) / Préciser le(s) pays: | Specify country(ies) / Préciser le(s) pays: |
| 7. c) Level of information / Niveau d'information | | |
| PROTECTED A / PROTÉGÉ A <input type="checkbox"/> | NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/> | PROTECTED A / PROTÉGÉ A <input type="checkbox"/> |
| PROTECTED B / PROTÉGÉ B <input type="checkbox"/> | NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/> | PROTECTED B / PROTÉGÉ B <input type="checkbox"/> |
| PROTECTED C / PROTÉGÉ C <input type="checkbox"/> | NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/> | PROTECTED C / PROTÉGÉ C <input type="checkbox"/> |
| CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/> | NATO SECRET / NATO SECRET <input type="checkbox"/> | CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/> |
| SECRET / SECRET <input type="checkbox"/> | COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/> | SECRET / SECRET <input type="checkbox"/> |
| TOP SECRET / TRÈS SECRET <input type="checkbox"/> | | TOP SECRET / TRÈS SECRET <input type="checkbox"/> |
| TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/> | | TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/> |

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canada



Government of Canada / Gouvernement du Canada

| |
|--|
| Contract Number / Numéro du contrat 31220-013-0030 |
| Security Classification / Classification de sécurité |

| | |
|--|---|
| 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? | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> 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? | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> 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 FIABILITE | <input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL |
| <input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT | <input type="checkbox"/> SECRET SECRET |
| <input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS | <input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL |
| | <input type="checkbox"/> NATO SECRET NATO SECRET |
| | <input type="checkbox"/> TOP SECRET TRÈS SECRET |
| | <input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET |
| 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? | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui |
| If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté? | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> 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? | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> 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? | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> 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? | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> 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? | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui |
| 11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? Existera-t-il un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui |



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21201-12-0120

Security Classification / Classification de sécurité

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 | PROTECTED PROTÉGÉ | | | CLASSIFIED CLASSIFIÉ | | NATO | | | | | COMSEC | | | | |
|--|----------------------|---|---|----------------------------------|---------------------------|---|--|----------------|---|----------------------|--------|---|----------------------------------|--------|-------------------------------|
| | A | B | C | CONFIDENTIAL CONFIDENTIEL | SECRET TRÈS SECRET | TOP SECRET NATO RESTRICTED NATO DIFFUSION RESTREINTE | NATO CONFIDENTIAL NATO CONFIDENTIEL | NATO SECRET | COSMIC TOP SECRET COSMIC TRÈS SECRET | PROTECTED PROTÉGÉ | | | CONFIDENTIAL CONFIDENTIEL | SECRET | TOP SECRET TRÈS SECRET |
| | | | | | | | | | | A | B | C | | | |
| Information / Assets Renseignements / Biens | | | | | | | | | | | | | | | |
| Production | | | | | | | | | | | | | | | |
| IT Media / Support TI | | | | | | | | | | | | | | | |
| IT Link / Lien électronique | | | | | | | | | | | | | | | |

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).



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21320-012-0030

Security Classification / Classification de sécurité

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Charge de projet de l'organisme

| | | |
|---|---|--|
| Name (print) - Nom (en lettres moulées) | Title - Titre | Signature |
| Ken LeBlanc | Chief, Facilities Management | <i>Ken LeBlanc</i> |
| Telephone No. - N° de téléphone (506) 379-4507 | Facsimile No. - N° de télécopieur (506) 379-4841 | E-mail address - Adresse courriel ken.leblanc@csc-ssc.gc.ca |
| | | Date 2011-09-28 |

14. Organization Security Authority / Responsable de la sécurité de l'organisme

| | | |
|---|---|--|
| Name (print) - Nom (en lettres moulées) | Title - Titre | Signature |
| SHARLEY CARROLL | Project Officer | <i>Sharley Carroll</i> |
| Telephone No. - N° de téléphone 506 851 4088 | Facsimile No. - N° de télécopieur 506 851 4176 | E-mail address - Adresse courriel sharley.carroll@csc-ssc.gc.ca |
| | | Date 11.11.07 |

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?

☐ No
Non ☐ Yes
Oui

16. Procurement Officer / Agent d'approvisionnement

| | | |
|---|---|--|
| Name (print) - Nom (en lettres moulées) | Title - Titre | Signature |
| Annette Bourque | Supply Specialist | <i>Annette Bourque</i> |
| Telephone No. - N° de téléphone (506) 851-2325 | Facsimile No. - N° de télécopieur (506) 851-6759 | E-mail address - Adresse courriel annette.bourque@PWGSC.gc.ca |
| | | Date Nov 23/2011 |

17. Contracting Security Authority / Autorité contractante en matière de sécurité

| | | |
|---|---|---|
| Name (print) - Nom (en lettres moulées) | Title - Titre | Signature |
| JACQUES SAUMUR | CONTRACT SECURITY OFFICER | <i>Jacques Saumur</i> |
| Telephone No. - N° de téléphone 613-948-1732 | Facsimile No. - N° de télécopieur 613-948-4171 | E-mail address - Adresse courriel JACQUES.SAUMUR@TPSGC-PWGSC.GC.CA |
| | | Date 15-12-2011 |

ANNEX « D » EVALUATION CRITERIA

MANDATORY REQUIREMENT

It is understood by the parties submitting offers that to be considered valid, an offer MUST meet all of the following mandatory requirements. Proposals must be supported by proper and adequate detail, particularly where supporting evidence is required by a mandatory item. Those not meeting all of these mandatory requirements will be given no further consideration.

ATTENTION BIDDERS: WRITE BESIDE THE CRITERIA BELOW THE RELEVANT PAGE NUMBER(S) FROM YOUR PROPOSAL WHICH ADDRESSES THE ISSUE.

| | PAGE # | FOR EVALUATION PURPOSES | |
|----|---|-------------------------|---------|
| | | MET | NOT MET |
| 1. | <p>The supplier <u>must provide proof</u> of the following training:</p> <ul style="list-style-type: none"> Valid First Aid/CPR/AED certificate | | |
| 2. | <p>The supplier <u>must provide proof</u> of the following training:</p> <ul style="list-style-type: none"> Annual Training and fit testing on respiratory protection equipment to be used. | | |
| 3. | <p>The supplier <u>must provide proof</u> of the following training:</p> <ul style="list-style-type: none"> Confined space entry and rescue Training (minimum every 3 years). <p>The Confined space entry and rescue training must be provided by:</p> <p>(a) A 3rd party company specializing in confined space entry and rescue services.</p> <p><u>Or</u></p> <p>(b) The supplier to his or her workers, following an internal training program. The confined space entry and rescue</p> | | |

**ANNEX « D »
EVALUATION CRITERIA**

| | | | | | |
|----|---|--|--|--|--|
| | <p>training must be adequate to protect staff working inside the confined spaces. The supplier must provide a copy of the curriculum of this training program. The curriculum of this training program <u>must demonstrate</u>, as a minimum:</p> <ul style="list-style-type: none"> • Valid First Aid Certificate, including CPR, artificial respiration and AED; • Personal protection equipment to be used; • The use of a respirator and emergency equipment; • Confined spaces entry and work procedures (including permit system); • Confined space emergency and rescue procedures; • Live practical scenarios. | | | | |
| 4. | The supplier <u>must submit</u> a Letter of Coverage, Certified Clearance Certificates and Experience Rating from the Provincial Worker's Compensation. | | | | |
| 5. | The supplier <u>must submit</u> a copy of his/her own Respiratory Protection Program. | | | | |
| 6. | The supplier <u>must submit</u> a copy of the fit testing for each member of the rescue team. | | | | |
| 7. | The supplier <u>must submit</u> a list of equipment to be utilized during the period of the resultant standing offer (i.e. make, model, year of purchase, CSA approved, and date inspected by qualified person). | | | | |
| 8. | <p>The supplier <u>must demonstrate</u> that they will provide emergency service during and after regular hours with a maximum on-site response time as follows:</p> <ul style="list-style-type: none"> • Dorchester Penitentiary: 4 hours • Westmorland Institution: 4 hours | | | | |