



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

Kerris Ritchie  
A/Chief, Material Management  
Stony Mountain Institution  
BLDG C17 Hwy.#7 North  
Stony Mountain, MB  
R0C 3A0  
Ph# 204-344-5111 ext. 5223  
Fax #204-344-7109

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

**Proposal to: Correctional Service 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 therefore.

**Proposition à: Service Correctionnel du Canada**

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 :**

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone # — N° de Téléphone :

\_\_\_\_\_

Fax # — No de télécopieur :

\_\_\_\_\_

Email / Courriel : \_\_\_\_\_

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

\_\_\_\_\_

<b>Title — Sujet:</b> <b>Inmate Paid Cable Television Services</b>	
<b>Solicitation No. — N° de l'invitation</b> 51000-13-1945421	<b>Date:</b> 2013-05-17
<b>Client Reference No. — N° de Référence du Client</b> 51000-13-1945421	
<b>GETS Reference No. — N° de Référence de SEAG</b>	
<b>Solicitation Closes — L'invitation prend fin</b> <b>at / à : 10 :00 CST</b> <b>on / le : 2013 July 26</b>	
<b>F.O.B. — F.A.B.</b> Plant – Usine:                      Destination:                      Other-Autre:	
<b>Address Enquiries to — Soumettre toutes questions à:</b> Regional Contracting Specialist 501Contracts@csc-scc.gc.ca	
<b>Telephone No. – N° de téléphone:</b> 306-975-8921	<b>Fax No. – N° de télécopieur:</b>
<b>Destination of Goods, Services and Construction:</b> <b>Destination des biens, services et construction:</b> Correctional Service of Canada, Stony Mountain Institution PO Box 4500, Winnipeg, Manitoba, R3C 3W8, Canada	
<b>Instructions: See Herein</b> <b>Instructions : Voir aux présentes</b>	
<b>Delivery Required — Livraison exigée : See herein</b>	<b>Delivery Offered – Livraison proposée : Voir aux présentes</b>
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>Nom et titre du signataire autorisé du fournisseur/de l'entrepreneur</b>	
_____	
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. Security Requirement**

There is no security requirement associated with the requirement.

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

The Work to be performed is detailed under Article 2 of Part 6 - Resulting Contract Clauses

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

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

### **4. Debriefings**

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



## **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](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) Manual issued by Public Works and Government Services Canada.

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

The 2003 19-Nov-2012 Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

**Subsection 1.4 and 1.5 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, does not form part of and not apply to the bid solicitation. All other subsections of '01 Code of Conduct and Certifications – Bid', form part of and apply to the bid solicitation.**

### **2. Submission of Bids**

Bids must be submitted only to Correctional Service Canada (CSC) by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile or email to CSC will not be accepted.

### **3. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 5 business days after 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

### **4. Applicable Laws**

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

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



## PART 3 - BID PREPARATION INSTRUCTIONS

### 1. Bid Preparation Instructions

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

Section I: Technical Bid: **one (1) hard copy**

Section II: Financial Bid: **one (1) hard copy**

Section III: Certifications: **one (1) hard copy**

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

**Bidders are requested to submit their Financial Bid in an envelope separate from their technical proposal.**

CSC requests that bidders follow the format instructions described below in the preparation of their bid:

- i. use 8.5 x 11 inch (216 mm x 279 mm) paper;
- ii. use a numbering system that corresponds to the bid solicitation.

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) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

- i. use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- ii. 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 Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

#### Section II: Financial Bid

Bidders must submit their financial bid in accordance with the pricing schedule detailed in **Annex B - Proposed Basis of Payment**. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

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

#### 1.1 Exchange Rate Fluctuation

SACC Manual clause **C3011T** [2010-01-11](#) Exchange Rate Fluctuation

#### Section III: Certifications

Bidders must submit the certifications required under **Part 5 - Certifications**.



## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of CSC will evaluate the bids.

### 1.1 Technical Evaluation

#### 1.1.1 Mandatory Technical Criteria

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

### 1.2 Financial Evaluation

SACC Manual Clause A0220T (2013-04-25), Evaluation of Price

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 that follows the corresponding table in **Annex B – Proposed Basis of Payment**.

### 2. Basis of Selection

SACC Manual Clause A0031T (2010-08-16)

### 3. Security Requirement

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

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
- (b) the Bidder'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 6 - Resulting Contract Clauses**;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

3.2 Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

3.3 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 Website.

### 4. Insurance Requirement

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in clause 11 of Part 6, Resulting Contract Clauses.



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



## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

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

### 1. Certifications Required with the Bid

Bidders must submit the following duly completed certifications with their bid.

#### 1.1 Federal Contractors Program – Certification

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 the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

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

The Bidder 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 the 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.

#### 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, bidders 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 Bidder a FPS in receipt of a pension as defined above? **YES** ( ) **NO** ( )

If so, the Bidder 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 Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **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 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.

**Note to Bidders:** Bidders are advised that a contract issued to a FPS in receipt of a pension under the *Public Service Superannuation Act* (PSSA) will be identified as such on the CSC Departmental Proactive Disclosure of Contracts internet site.

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 Bidder 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: 2012-2 of the Treasury Board Secretariat of Canada.

### **1.3 Education and Experience**

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

#### **1.4 Language Requirements**

The bidder certifies that the proposed resource(s) is/are capable of providing verbal and written communication and able to conduct the work in the official language of English.



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**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 CLAUSE**

### **1. Security Requirement**

All of the Contractor's personnel who will be visiting CSC institutions will be submitted to verification through the Canadian Police Information Centre (CPIC) at the institutions' entrances.

### **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](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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 shall be interpreted as a reference to CSC or its Minister.

#### **3.1 General Conditions**

**2010C 2013-04-25**, General Conditions - Services (Medium Complexity), apply to and form part of the Contract.

**Subsection 27.4 of 2010C, General Conditions – Services (Medium Complexity), will not form part of the Contract. All other subsections of '2010C 27 Code of Conduct and Certifications – Contract' will form part of the Contract.**

### **4. Term of Contract**

#### **4.1 Period of the Contract**

The Work is to be performed during the period of September 1<sup>st</sup>, 2013 to August 31, 2018.

### **5. Authorities**

#### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Regional Contract Specialist  
Correctional Service Canada  
Regional Headquarters, Prairies  
2313 Hanselman Avenue  
Saskatoon, Saskatchewan  
S7K 3X5  
Tel: 306-975-8921  
Fax: 306-975-6236

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

#### **5.2 Project Authority**

The Project Authority for the Contract is:

Attention: Assistant Warden Interventions



Correctional Service Canada  
Stony Mountain Institution  
P.O Box 4500  
Highway #7  
Winnipeg, Manitoba  
R3C 3W8  
Phone (204)344-5111 ext. 5200  
Fax (204)344-7114

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

**5.3 Contractor's Representative**

The Authorized Contractor's Representative is:

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

**6. Payment**

**6.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as *specified in Annex B* "for a cost of \$ \_\_\_\_\_ insert the amount at contract award). Customs duties are excluded and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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.

**6.2 Limitation of Price**

SACC Manual clause C6000C 2011-05-16 Limitation of Price

**6.3 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

**6.4 Monthly Payment**

SACC Manual clause **H1008C** 2008-05-12, Monthly Payment

**6.5 Travel and Living Expenses**

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

**7. Invoicing Instructions**



## SACC Manual clause H1008C 2008-05-12, Monthly Payment

### **8. Certifications**

#### **8.1 Certification of Compliance**

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

### **9. Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Manitoba.

### **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 (2010B 2012-11-19, Services (Medium Complexity)
- (c) Annex A, Statement of Work
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_ (to be inserted at contract award)

### **11. Insurance Requirements**

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

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

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

#### **11.1 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.

## 12. Ownership Control

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

- (a) The Contractor warrants that it is not under ownership control of any non-resident entity (ie. 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.

## 13. Closure of Government Facilities

13.1 Contractor personnel are employees of the Contractor and are paid by the Contractor on the basis of services rendered. Where the Contractor or the Contractor's employees are providing services on government premises pursuant to this Contract and the said premises become non accessible due to evacuation or closure of government facilities, and consequently no Work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of closure.

13.2 Contractors working at CSC sites should be aware that they may be faced with delay or refusal of entry to certain areas at certain times even if prior arrangements for access may have been made. Contractors are advised to call in advance of travel to ensure that planned access is still available.

## 14. Tuberculosis Testing

14.1 It is a condition of this contract that the Contractor or any employees of the Contractor who require entry into a Correctional Service of Canada Institution to fulfill the conditions of the contract may, at the sole discretion of the



Warden, be required to provide proof of and results of a recent tuberculin test for the purpose of determining their TB infection status.

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

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

#### **15. Compliance with CSC Policies**

15.1 The Contractor agrees that its officers, servants, agents and subcontractors will comply with all regulations and policies in force at the site where the work covered by this contract is to be performed.

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

15.3 Details on existing CSC policies can be found at: [www.csc-scc.gc.ca](http://www.csc-scc.gc.ca) or any other CSC web page designated for such purpose.

#### **16. Health and Labour Conditions**

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

16.2 The Contractor 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.

16.3 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.

16.4 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."

#### **17. Privacy**

17.1 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.

17.2 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.



## ANNEX A – Statement of Work

### 1. Background

Stony Mountain Institution is a medium-security federal prison housing approximately 650 and up to 750 offenders and Rockwood Institution is a minimum-security federal prison housing approximately 160 and up to 250 offenders. Both are Correctional Service of Canada (CSC) facilities located at Stony Mountain, Manitoba. As of April 2014 the 2 facilities will be amalgamating and expanding with the addition of a 96 bed unit and a 50 bed unit.

Referring to the 1999 as-built drawing, provide supplemental CATV layout distribution info, in brief (see last page).



Adobe Acrobat  
Document

- 1) The CATV distribution for both Stony Mountain & Rockwood Institutions originates from the MPB Unit 5 building (upper level equipment / mechanical room). The Institutions' main 5' dish is located on the steel graded roof of the Unit 5 MPB.
  - a. Note that in the past, separate French language dishes, and other satellite feed points may have been introduced throughout the years. The extent of this type of non standardized layout, regarding active dish locations, is unknown for this generalized layout scope, so please be aware of its possible existence.
- 2) Individual channel modulators are located in the Unit 5 MPB, and are rack mounted.
- 3) Signal distribution amplifiers are located throughout the Institutions.
  - a. Unit 1 (A range) has 4 analogue amplifiers and multiple tap risers to individual inmate cells, mostly comprised of RG 59 coax risers.
  - b. Units 2 & 3 (M range) also have 4 analogue amplifiers and multiple tap risers to individual inmate cells, mostly comprised of RG 59 coax risers.
  - c. Unit 4 (B range) has 4 analogue amplifiers and multiple tap risers to individual inmate cells, mostly comprised of RG 59 coax risers.
  - d. Rockwood Institution has one distribution amplifier, located in the Rockwood F34 Admin building basement. The signal is then distributed via three (3) outdoor pedestals, to the individual housing units.
- 4) Typically, trunk signals between buildings are located in service tunnels, where a confined space entry permit is required for access.

### 2. Objective

The objective of this Request for Proposal (RFP) is to procure services of a company who has the knowledge, experience, and equipment necessary to provide Cable Television Services to Stony Mountain and Rockwood Institution.

The facility is seeking a **CABLE TELEVISION SERVICE** provider, with a minimum of two (2) years experience, to supply full cable television to **635 televisions** located in various areas of our facility with a maximum ceiling cost of \$3247/month from September 1, 2013 to August 31, 2018, for a contract duration of 5 years.

There are currently 635 televisions in the Institution and the number of televisions will be reviewed on an annual basis every September.

### 3. Scope

The bidder agrees to supply to each of the **635** televisions in the facility, the same full cable service as is supplied to individual homeowners in Manitoba.

The company's conduits, cables, wires, communications facilities and equipment on the premises (collectively, the "Network") installed by or on behalf of the Company or by its predecessors on, in or to the premises shall remain the





sole and exclusive personal property of the Company. Not with standing that the network may be in part or in whole attached to the premises it shall at all times continue as a chattel of the company and not as a fixture to the premises.

All pre-wired outlets will be provided at no additional cost. The bidder's regular published installation and/or relocation charges shall apply should additional outlets or relocation of the existing outlets be requested

The Contractor must include a list of channels and packages available.

The list of channels selected will be reviewed annually, with the option to switch equivalent channels.

No adult programming shall be provided.

Sexually explicit channels are prohibited, and shall not be included in the list of channels. Confirmation of this exclusion must be acknowledged in the bidder's proposal.

Any work or maintenance must be performed during hours agreeable to both the contractor and the Project Authority, and done such that there will be a minimum of impact to the normal institutional routine. All work and requests from the contractor will be addressed to the Project Authority and or his delegate.

#### **4.Maintenance**

Contractor will respond to reports of cable outages within 12 hours and have it repaired in a reasonable amount of time.

Any work or maintenance must be performed during hours agreeable to both the contractor and the Project Authority, and done such that there will be a minimum of impact to the normal institutional routine. All work and requests from the contractor will be addressed t the Project Authority and or his delegate.

#### **5.Security Level**

The cable provider must obtain a security clearance (CPIC) for each staff member of the providers company who will be required to visit Stony Mountain and Rockwood Institution, in advance of installing or maintaining any equipment within the site

Entry to the Institution will be allowed to only those who have been successfully cleared for such access and a list of all tools and equipment to be utilized will be provided to the officer in charge of the Principle entrance.

#### **6. Language**

The contractor shall perform all of the work under the contract in English.

#### **7. Constraints**

##### 7.1 Conflict of interest:

- A. Contractor and the Contractor's Personnel shall have no direct or indirect financial or other interest that would constitute a conflict of interest in the performance or the outcome of the work. Should such an interest be acquired during the performance of the work, the Contractor shall declare it immediately to the CSC PA, who will determine, at his sole discretion, whether it constitutes an unfair advantage or creates a conflict of interest.
- B. Contractor, any of its subcontractors, any of its respective employees or former employees who are involved in any manner in the work under the contract will not be able to bid, or provide assistance to any bidder, on any request for proposal resulting from the work under the contract.

##### 7.2 CSC business environment:

- A. The Contractor shall note that the environment in which CSC conducts its operations to meet its mandate may change quite rapidly, depending on legislative or policy changes or incidents related to correctional operations. The CSC PA may request that the Contractor modify the deliverables to be produced under the contract, in response to these changes.



Correctional Service  
Canada

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- B.** Entry to the Institutions will be allowed to only those who have been successfully cleared for such access and a list of all tools and equipment to be utilized will be provided to the officer in charge of the Principal entrance.



**ANNEX B – Basis of Payment**

- In order to be considered for this service contract, the quotation must be completed in its entirety. Your bid is to be based on the consideration of providing all Cable Television Services as stated within the Appendix A; Statement of Work.
- 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 shall be paid the all inclusive firm rate per television above in the performance of this Contract, HST or GST extra.
  - a) The firm rate per television in Table 1.1 will be inclusive of all costs.
  - b) All prices are to be quoted GST/HST Extra.
  - c) Payments will be made upon submission of invoices detailing the work completed according to the scope of work.

**TABLE 1.1**

**CONTRACT PERIOD: September 01, 2013 to August 31, 2018**

**A) Period One: September 01<sup>st</sup>, 2013 to August 31<sup>st</sup>, 2014.**

A fee of \$\_\_\_\_\_ per television per month for cable television services as identified within Appendix A: Statement Of Work.

**B) Period Two: September 01<sup>st</sup>, 2014 to August 31<sup>st</sup>, 2015.**

A fee of \$\_\_\_\_\_ per television per month for cable television services as identified within Appendix A: Statement Of Work.

**C) Period Three: September 01<sup>st</sup>, 2015 to August 31<sup>st</sup>, 2016.**

A fee of \$\_\_\_\_\_ per television per month for cable television services as identified within Appendix A: Statement Of Work.

**D) Period Four: September 01<sup>st</sup>, 2016 to August 31<sup>st</sup>, 2017.**

A fee of \$\_\_\_\_\_ per television per month for cable television services as identified within Appendix A: Statement Of Work.

**E) Period Five: September 01<sup>st</sup>, 2017 to August 31<sup>st</sup>, 2018.**

A fee of \$\_\_\_\_\_ per television per month for cable television services as identified within Appendix A: Statement Of Work.

Contract will be awarded on the basis of meeting all the mandatory requirements of the RFP (ANNEX D, 1.1) and lowest average “Fee per television” rate.

**The lowest average “Fee per television” will be determined as follows:**

Contract Year 1 television rate + Contract Year 2 television rate + Contract Year 3 television rate  
+ Contract Year 4 television rate + Contract Year 5 television rate.

÷ 5 = Bidder’s Average Per television Rate for the five years



## Annex C "Evaluation Criteria"

### 1.0 Technical Evaluation:

The following elements of the proposal will be evaluated and scored in accordance with the following evaluation criteria.

Mandatory Technical Criteria

### 2.0 Evaluation Criteria:

- 1 In addressing the mandatory, the Bidder should supplement the information supplied in response to the mandatory with details outlining the depth and extent of the relevant experience, qualifications and specialized expertise of the proposed resource(s). All claims with regard to resource experience, qualifications or expertise must be substantiated through the provision of detailed project descriptions of how, when and where the claimed experience, qualifications or expertise were gained. Unsubstantiated claims of experience, qualifications or expertise will not be considered by the evaluation team during evaluation.
- 2 Proposals should include a résumé for each of the proposed resources, which support the skills/expertise being offered. Names and telephone number of business references should be provided which can substantiate the work experience claimed. The Bidder should indicate the location in the proposed resource's résumé of supporting information to substantiate relevant experience for each mandatory.
- 3 Experience obtained after bid closing will not be considered.
- 4 For evaluation purposes,
  - (a) "where" means the name of the employer as well as the position/title held by the proposed resource;
  - (b) "when" means the start date and end date (e.g. from January, 2000 to March, 2002) of the period during which the proposed resource acquired the qualification/experience; and
  - (c) "how" means a clear description of the activities performed and the responsibilities assigned to the proposed resource under this position and during this period.
- 5 Furthermore, Bidders are also advised that the month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.
- 6 In order to facilitate evaluation of proposals, it is recommended that bidders address, in their proposal, the mandatory and rated criteria in the order in which they appear below, using the numbering outlined below.
- 7 It is imperative that the proposal address each of these criteria to demonstrate that the requirements are met.

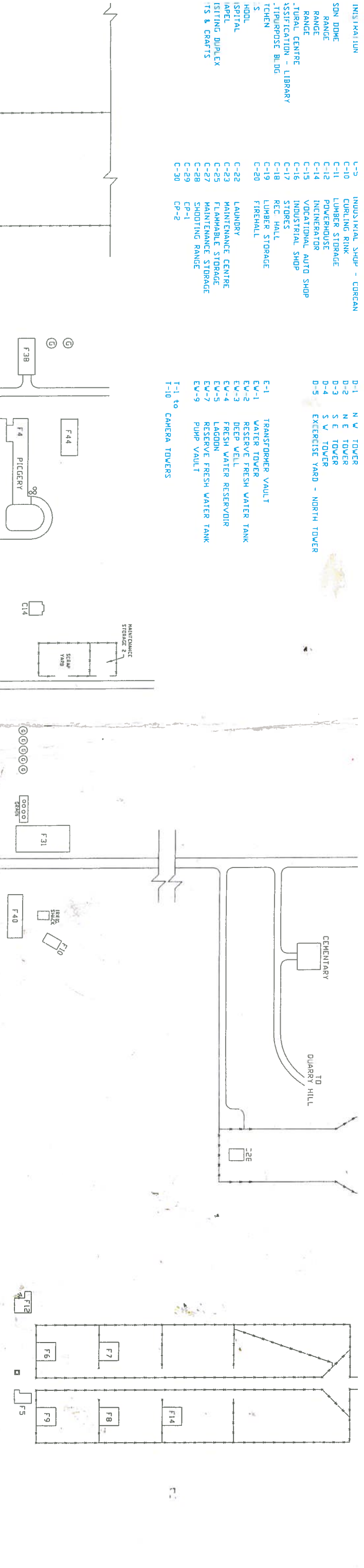


**MANDATORY TECHNICAL CRITERIA** – Bidders must meet all the mandatory requirements of the RFP.

1. Selection will be based on bidder meeting all the mandatory requirements and the lowest price.

#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met
M1	The Contractor must provide proof of a minimum of 2 year experience in providing Cable Television services to an institution, hospital, or other similar type facility.  Documents attached?		
M2	The Contractor must include a list of channels and packages available.		
M3	Sexually explicit channels are prohibited, and shall not be included in the list of channels. Confirmation of this exclusion must be acknowledged in the proposal.  <b>Bidder has acknowledged exclusion?</b>		
M4	The bidder must provide proof of <b>Liability Insurance</b> indicating coverage of liability insurance of a minimum \$1,000,000.00(one million).  License attached?		
M5	The Bidder must provide a <b>Worker's Compensation Board letter</b> of good standing.  Letter attached?		

- INDUSTRIAL SHDP - CORCAN
- C-10 CURLING RINK
- C-11 LUMBER STORAGE
- C-12 POWEROUSE
- C-14 INCINERATOR
- C-15 VOCATIONAL AUTO SHOP
- C-16 INDUSTRIAL SHDP
- C-17 STORES
- C-18 REC. HALL
- C-19 TIPURPOSE BLDG
- C-20 LUMBER STORAGE
- C-22 LAUNDRY
- C-23 MAINTENANCE CENTRE
- C-25 FLAMMABLE STORAGE
- C-27 MAINTENANCE STORAGE
- C-28 SHOOTING RANGE
- C-29 CP-1
- C-30 CP-2
- D-1 N.W. TOWER
- D-2 N.E. TOWER
- D-3 S.E. TOWER
- D-4 S.W. TOWER
- D-5 EXERCISE YARD - NORTH TOWER
- E-1 TRANSFORMER VAULT
- EW-1 WATER TOWER
- EW-2 RESERVE FRESH WATER TANK
- EW-3 DEEP WELL
- EW-4 FRESH WATER RESERVOIR
- EW-5 LAGOON
- EW-7 RESERVE FRESH WATER TANK
- EW-9 PUMP VAULT
- T-1 to T-10 CAMERA TOWERS



- ROCKWOOD INSTITUTION
- F-2 TRAILER
- F-3 VEHICLE GARAGE
- F-4 PIGGERY
- F-5 COW CALF
- F-6 SHELTER 1
- F-7 SHELTER 2
- F-8 SHELTER 3
- F-9 SHELTER 4
- F-10 ROOT HOUSE
- F-11 WARDEN'S BARN - STORAGE
- F-12 COMPOST BARN
- F-13 WEIGH SCALE
- F-14 SHELTER 5
- F-23 GREENHOUSE
- F-24 DAIRY BARN
- F-25 O.L.O. MILKHOUSE
- F-31 IMPLEMENT STORAGE BLDG
- F-32 DPW STORAGE
- F-34 ROCKWOOD ADMINISTRATION
- F-35 MILKHOUSE
- F-36 SPORT SHACK
- F-37 HAY STORAGE
- F-38 HAY STORAGE
- F-39 CATTLE SHELTER
- F-40 VEGETABLE PREP BLDG
- F-41 POULTRY LAYING HOUSE
- F-42 BROODER HOUSE
- F-43 EQUIPMENT REPAIR BLDG
- F-44 HAY SHED
- F-45 MACHINERY STORAGE SHED
- F-46 REC FACILITY
- H-1 to H-25 INMATE HOUSING
- H-29 CHAPEL
- H-30 SCHOOL
- H-31 VISITING TRAILER

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