

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**PWGSC/TPSGC Acquisitions**  
**1045 Main Street**  
**1st Floor, Lobby C**  
**Unit 108**  
**Moncton, NB E1C 1H1**  
**Bid Fax: (506) 851-6759**

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

**Proposal To: Public Works and Government  
Services 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 therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux 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 annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> Fire Alarm Inspection	
<b>Solicitation No. - N° de l'invitation</b> 21231-130006/A	<b>Date</b> 2013-09-12
<b>Client Reference No. - N° de référence du client</b> 21231-130006	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$MCT-018-4690	
<b>File No. - N° de dossier</b> MCT-3-36022 (018)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-10-23</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Daylight Saving Time ADT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Martin, Lisa M.	<b>Buyer Id - Id de l'acheteur</b> mct018
<b>Telephone No. - N° de téléphone</b> (506) 851-7811 ( )	<b>FAX No. - N° de FAX</b> (506) 851-6759
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> CORRECTIONAL SERVICE OF CANADA Atlantic Institution/Att: Chief Eng 13175 ROUTE 8, P.O.BOX 102 RENOUS New Brunswick E9E2E1 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

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

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## PART 1 - GENERAL INFORMATION

### 1. Security Requirement

There is no security requirement associated with this bid solicitation.

### 2. Statement of Work

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

*(Derived from - Provenant de: B4007T, 16/06/06 )*

### 3. Debriefings

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

## PART 2 - BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The 2003 (2013/06/01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

#### 1.1 SACC Manual Clauses

SACC Reference	Section	Date
C9000T	Price	2010/08/16

### 2. Submission of Bids

Bids 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 bid solicitation.

#### 2.1 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 5 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

(Derived from - Provenant de: A9076T, 25/05/07 )

### 3. Former Public Servant

#### Former Public Servant - Competitive Requirements

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award.

#### Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

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

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

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

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

## Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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 Applicable Taxes.

*(Derived from - Provenant de: A3025T, 10/07/2013 )*

## 4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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.

## 5. Applicable Laws

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

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

Section I: Technical Bid ( 2 copies)  
 Section II: Financial Bid ( 1 copy)  
 Section III: Certifications (1 copy)

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

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

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) 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>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and 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 Bid**

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

### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. Evaluation Procedures**

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

#### **1.1 Technical Evaluation**

##### **1.1.1 Mandatory Technical Criteria**

Mandatory Technical Criteria as specified in Annex "C"

#### **1.2 Financial Evaluation**

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

- 1.2.1** The evaluated cost/total bid price will be based on the aggregate of all the extended prices for all of the line items detailed in Annex B - Basis of Payment.

**2. Basis of Selection**

<b>SACC Reference</b>	<b>Section</b>	<b>Date</b>
A0031T	Basis of Selection - Mandatory Technical Criteria	2010/08/16

**PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications and documentation to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue whether during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.

**1. Mandatory Certifications Required Precedent to Contract Award**

**1.1 Code of Conduct and Certifications - Related documentation**

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

**1.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Human Resources and Skills Development Canada \(HRSDC\) - Labour's website](#).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

**2. Additional Certifications Precedent to Contract Award**

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement.

**2.2 Status and Availability of Resources**

**SACC Reference**

A3005T

**Section**

Status and Availability of Resources

**Date**

2010/08/16

**PART 6 - RESULTING CONTRACT CLAUSES****1. Security Requirement**

There is no security requirement applicable to this Contract.

**2. Statement of Work**

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

*(Derived from - Provenant de: B4007C, 16/06/06 )*

**3. Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual

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

**3.1 General Conditions**

2010C (2013/06/27), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

**4. Term of Contract****4.1 Period of the Contract**

The period of the Contract is from date of Contract to 31 March 2014 inclusive

*(Derived from - Provenant de: A9022C, 25/05/07 )*

**4.2 Option to Extend the Contract**

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

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

*(Derived from - Provenant de: A9009C, 12/12/08 )*

**5. Authorities**



## 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Lisa Martin  
Title: Contracting Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Address: 1045 Main Street, Unit 108  
Moncton, New Brunswick  
E1C 1H1  
  
Telephone: 1-506-851-7811  
Facsimile: 1-506-851-6759  
E-Mail: lisa.m.martin@pwgsc-tpsgc.gc.ca

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

## 5.2 Project Authority

The Project Authority for the Contract is: **Details will be provided in any resulting contract**

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 (bidder please complete)

Name: \_\_\_\_\_  
Telephone : \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address : \_\_\_\_\_

## 6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

*(Derived from - Provenant de: A3025C, 21/03/13 )*

## 7. Payment

## 7.1 Basis of Payment

### Basis of Payment - Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, if applicable as determined in accordance with the Basis of Payment in Annex B , to a limitation of expenditure of \$\_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.

(Derived from - Provenant de: C0206C, 25/04/13 )

## 7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

(Derived from - Provenant de: C6001C, 25/04/2013 )

## 7.3 Single Payment

SACC Manual clause H1000C (2008/05/12) Single Payment

## 7.4 SACC Manual Clauses

SACC Reference	Section	Date
A9117C	T1204 - Direct Request by Customer Department	2007/11/30
C2000C	Taxes - Foreign-based Contractors	2007/11/30

## 8. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by: See Annex A

2. Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

(Derived from - Provenant de: H5001C, 12/12/08 )

**9. Certifications**

**9.1 Compliance**

Compliance with the certifications and related documentation 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, provide the related documentation or if 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.

**10. Applicable Laws**

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

**11. 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) 2010C (2013/06/27), General Conditions - Services (Medium Complexity);
- (c) Annex A, Statement of Work
- (d) Annex B, Basis of Payment
- (e) the Contractor's bid dated \_\_\_\_\_

**12. SACC Manual Clauses**

<b>SACC Reference</b>	<b>Section</b>	<b>Date</b>
A9039C	Salvage	2008/05/12
A9068C	Government Site Regulations	2010/01/11
C0710C	Time and Contract price Verification	2007/11/30
C0711C	Time Verification	2008/05/12

**13. 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.

*(Derived from - Provenant de: G1001C, 12/05/08 )*

### **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) 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.

(Derived from - Provenant de: G2001C, 12/05/08 )

Solicitation No. - N° de l'invitation

21231-130006/A

Amd. No. - N° de la modif.

File No. - N° du dossier

MCT-3-36022

Buyer ID - Id de l'acheteur

mct018

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

21231-130006

CCC No./N° CCC - FMS No/ N° VME

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mct018

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

21231-130006

CCC No./N° CCC - FMS No/ N° VME

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**ANNEX "A"**  
**STATEMENT OF WORK**  
**(see attached)**

**ANNEX "B"**  
**BASIS OF PAYMENT**  
**(see attached)**

**ANNEX "C"**  
**MANDATORY REQUIREMENTS**  
**(see attached)**



## **Annex A**

### **Statement of Work**

### **Consulting and Professional Services**

#### **Title:**

#### **FIRE ALARM INSPECTION AND REPAIRS**

#### **Objective(s):**

The contractor shall provide a complete fire alarm inspection program and provide any required repairs to various fire prevention/alarm equipment or devices at Atlantic Institution located in Renous, New Brunswick

#### **Background:**

Atlantic Institution is a maximum security facility currently housing 220 inmates and employs over 300 employees plus a few contract staff. The facility was built in the early 80's and became operational in the fall of 1986. The first inmates arrived in February 1987.

The Institution is located in Renous near the geographic centre of the Miramichi area of the Northumberland County New Brunswick.

The site is located near where Renous River falls into the Miramichi River. It is also located near the intersection of provincial highway 8 and routes 108 and 118.

#### **Definitions and Applicable document**

##### **ACRONYMS**

- AI (Atlantic Institution)
- CPIC (Canadian Police Information Centre)
- CEM (Chief Engineering & Maintenance)
- CSC (Correctional Services Canada)
- SCC (Service correctionnel Canada)
- E&M (Engineering & Maintenance)
- ID (Identification card)
- PA (Project Authority)
- PPE (Personal protective equipment)
- PW&GSC (Public Works and Government Services Canada)

##### **DOCUMENTS**

- National Fire Code of Canada (available Government of Canada Web site)
- National Electrical code of Canada
- CAN/ULC-S536-M86 Standard for the inspection and testing of fire alarm systems

#### **Scope:**

The period of the contract is from date of award to 31 March 2014 with the option to extend for up to four (4) additional periods of one year each.

The contractor will be responsible to carry the complete annual inspection of the fire alarm system and provide qualified/trained tradesmen to carry the repairs and inspection. Other than the devices requiring inspection, all





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other repairs have to be either requested by the Project Authority (PA) or by his representative or approved by the PA following a recommendation from the contractor carrying the annual inspections and repairs.

#### **DELIVERY OF SERVICE**

The contractor shall provide appropriate licensed, qualified and experienced technicians.

Atlantic Institution will require the following response time from the contractor:

- Twenty-four (24) hours for non-emergencies
- Four (4) hours for emergencies during regular working hours
- Four (4) hours for emergencies during weekends, holidays and after regular working hours

#### **Technical Specifications:**

Atlantic Institution is equipped with a multi function Fire alarm system with the following main devices:

- Siemens Fire Finder XLS Fire Alarm Control Panel
- XLS Fire Detection System
- XLS Fire Alarm System.

The Fire Finder fire alarm control panel is a microprocessor-based, with functions such as advanced life-safety system, an intuitive fire-alarm user interface, Network designed, and has the ability to utilize analog and conventional detection devices.

The XLS Main Panel feeds and receives data from the MCCM enunciators equipped with two OCM-16 Output Control Modules. The Main Panel is linked to a computer, screen and printer.

The Main Panel feeds data to 11 fire sub panel and to 6 sub OCM which in turn transmits information to various XLD devices

#### **Constraints:**

- The contractor/technicians shall report at the Main Gate within the time frame specified in this contract.
- Upon arrival, the contractor/technician shall provide Identification (ID) and enter name/(s) etc in the visitor register.
- The contractor/technician shall bring in only the tools, parts, supplies or equipment required for the task. Cellular phones, cameras, knives, glass container will be removed from the truck or tool box at the Main Gate before entering the compound and returned on the way out. Tools and equipment shall be listed and handed to the Correctional Officer before entering the compound.
- Contractor's employees shall carry their duties in a safe manner and wear proper PPE at all times while doing inspections or repairs

#### **Client support:**

The contractor shall provide all tools, equipment, supplies, parts and materials required to provide the services.

#### **Meetings:**

Only if deemed necessary



## **Annex A**

### **Statement of Work**

### **Consulting and Professional Services**

#### **Deliverables:**

For every service call, the contractor shall:

- Initiate a work order clearly showing the following information: date, services provided, name or number of equipment/device being serviced.

#### **Invoices:**

- At the end of every month, that services were provided, the contractor shall send an invoice in single hard copy via regular mail to AI to the attention of the CEM
- invoice shall contain the date, charges for services, copy of the work order, number of hours, hourly rates, parts and cost for parts, taxes and total amount
- invoice shall be in single and original copy, in both Canadian official languages

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

#### **Project Authority**

##### **Name:**

Chief Engineering & Maintenance  
Phone #:

The Project Authority or his designated representative will be responsible for monitoring the progress of the work and will be responsible for the technical requirements; the acceptance and approval of the deliverables. Any proposed changes to the scope of work may be discussed with the Project Authority, but any resulting changes can only be authorized by an amendment issued by the Contracting Authority.

#### **Contracting Authority**

##### **Name:**

Correctional Service Canada  
Contracting and Materiel Services  
Tel:  
Fax:

The Contracting Authority is responsible for all matters of a contractual nature.

## Annex B Basis of Payment

Period: date of award to 31 March 2014

Item	Description	Unit of Issue	Estimated Quantity	FOB Destination Unit Price
<b>Yearly Inspection</b>				
1	The Department shall, subject to the Contractor having complied with the Statement of Work, pay the Contractor a fixed fee based upon the completion of the inspection, inclusive of travel and meals.	Each	1	
<b>Labour for Miscellaneous Repairs</b>				
2	For the first hour on site, during regular working hours. All fees are inclusive for service rendered, meals, and travel <b>Monday to Friday 08:00 -16:00:</b>	Hour	4	
3	Regular working hours, inclusive of service rendered, travel, and meals. <b>Monday to Friday 08:00 -16:00:</b>	Hour	4	
4	First hour on site outside regular working hours (Monday through Friday), inclusive of service rendered, travel, and meals. <b>Monday to Friday 16:01 - 07:59:</b>	Hour	4	
5	Outside regular working hours (Monday through Friday), inclusive of service rendered, travel, and meals. <b>Monday to Friday 16:01 - 07:59:</b>	Hour	4	
6	First hour on Weekends and Statutory Holidays, inclusive of service rendered, travel, and meals.	Hour	4	
7	Regular working hours Weekends and Statutory Holidays, inclusive of service rendered, travel, and meals.	Hour	4	
<b>Miscellaneous Payment Terms</b>				
8	Labor cost for maintenance only	Hour	24	
9	Material and replacement manufactured parts will be at the manufacturer's published price list less ____% discount.	%	\$4,000.00	
Sub-total				
13% HST				
Total				

## Annex B Basis of Payment

Option Period: 1 April 2014 to 31 March 2015

Item	Description	Unit of Issue	Estimated Quantity	FOB Destination Unit Price
<b>Yearly Inspection</b>				
1	The Department shall, subject to the Contractor having complied with the Statement of Work, pay the Contractor a fixed fee based upon the completion of the inspection, inclusive of travel and meals.	Each	1	
<b>Labour for Miscellaneous Repairs</b>				
2	For the first hour on site, during regular working hours. All fees are inclusive for service rendered, meals, and travel <b>Monday to Friday 08:00 -16:00:</b>	Hour	4	
3	Regular working hours, inclusive of service rendered, travel, and meals. <b>Monday to Friday 08:00 -16:00:</b>	Hour	4	
4	First hour on site outside regular working hours (Monday through Friday), inclusive of service rendered, travel, and meals. <b>Monday to Friday 16:01 - 07:59:</b>	Hour	4	
5	Outside regular working hours (Monday through Friday), inclusive of service rendered, travel, and meals. <b>Monday to Friday 16:01 - 07:59:</b>	Hour	4	
6	First hour on Weekends and Statutory Holidays, inclusive of service rendered, travel, and meals.	Hour	4	
7	Regular working hours Weekends and Statutory Holidays, inclusive of service rendered, travel, and meals.	Hour	4	
<b>Miscellaneous Payment Terms</b>				
8	Labor cost for maintenance only	Hour	24	
9	Material and replacement manufactured parts will be at the manufacturer's published price list less ____% discount.	%	\$4,000.00	
Sub-total				
13% HST				
Total				

## Annex B Basis of Payment

Option Period: 1 April 2015 to 31 March 2016

Item	Description	Unit of Issue	Estimated Quantity	FOB Destination Unit Price
<b>Yearly Inspection</b>				
1	The Department shall, subject to the Contractor having complied with the Statement of Work, pay the Contractor a fixed fee based upon the completion of the inspection, inclusive of travel and meals.	Each	1	
<b>Labour for Miscellaneous Repairs</b>				
2	For the first hour on site, during regular working hours. All fees are inclusive for service rendered, meals, and travel <b>Monday to Friday 08:00 -16:00:</b>	Hour	4	
3	Regular working hours, inclusive of service rendered, travel, and meals. <b>Monday to Friday 08:00 -16:00:</b>	Hour	4	
4	First hour on site outside regular working hours (Monday through Friday), inclusive of service rendered, travel, and meals. <b>Monday to Friday 16:01 - 07:59:</b>	Hour	4	
5	Outside regular working hours (Monday through Friday), inclusive of service rendered, travel, and meals. <b>Monday to Friday 16:01 - 07:59:</b>	Hour	4	
6	First hour on Weekends and Statutory Holidays, inclusive of service rendered, travel, and meals.	Hour	4	
7	Regular working hours Weekends and Statutory Holidays, inclusive of service rendered, travel, and meals.	Hour	4	
<b>Miscellaneous Payment Terms</b>				
8	Labor cost for maintenance only	Hour	24	
9	Material and replacement manufactured parts will be at the manufacturer's published price list less ____% discount.	%	\$4,000.00	
Sub-total				
13% HST				
Total				

## Annex B Basis of Payment

Option Period: 1 April 2016 to 31 March 2017

Item	Description	Unit of Issue	Estimated Quantity	FOB Destination Unit Price
<b>Yearly Inspection</b>				
1	The Department shall, subject to the Contractor having complied with the Statement of Work, pay the Contractor a fixed fee based upon the completion of the inspection, inclusive of travel and meals.	Each	1	
<b>Labour for Miscellaneous Repairs</b>				
2	For the first hour on site, during regular working hours. All fees are inclusive for service rendered, meals, and travel <b>Monday to Friday 08:00 -16:00:</b>	Hour	4	
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4	First hour on site outside regular working hours (Monday through Friday), inclusive of service rendered, travel, and meals. <b>Monday to Friday 16:01 - 07:59:</b>	Hour	4	
5	Outside regular working hours (Monday through Friday), inclusive of service rendered, travel, and meals. <b>Monday to Friday 16:01 - 07:59:</b>	Hour	4	
6	First hour on Weekends and Statutory Holidays, inclusive of service rendered, travel, and meals.	Hour	4	
7	Regular working hours Weekends and Statutory Holidays, inclusive of service rendered, travel, and meals.	Hour	4	
<b>Miscellaneous Payment Terms</b>				
8	Labor cost for maintenance only	Hour	24	
9	Material and replacement manufactured parts will be at the manufacturer's published price list less ____% discount.	%	\$4,000.00	
Sub-total				
13% HST				
Total				

## Annex B Basis of Payment

Option Period: 1 April 2017 to 31 March 2018

Item	Description	Unit of Issue	Estimated Quantity	FOB Destination Unit Price
<b>Yearly Inspection</b>				
1	The Department shall, subject to the Contractor having complied with the Statement of Work, pay the Contractor a fixed fee based upon the completion of the inspection, inclusive of travel and meals.	Each	1	
<b>Labour for Miscellaneous Repairs</b>				
2	For the first hour on site, during regular working hours. All fees are inclusive for service rendered, meals, and travel <b>Monday to Friday 08:00 -16:00:</b>	Hour	4	
3	Regular working hours, inclusive of service rendered, travel, and meals. <b>Monday to Friday 08:00 -16:00:</b>	Hour	4	
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6	First hour on Weekends and Statutory Holidays, inclusive of service rendered, travel, and meals.	Hour	4	
7	Regular working hours Weekends and Statutory Holidays, inclusive of service rendered, travel, and meals.	Hour	4	
<b>Miscellaneous Payment Terms</b>				
8	Labor cost for maintenance only	Hour	24	
9	Material and replacement manufactured parts will be at the manufacturer's published price list less ____% discount.	%	\$4,000.00	
Sub-total				
13% HST				
Total				

**TOTAL ESTIMATED COST FOR 5 YEARS (2013-2018), HST EXTRA: \$ \_\_\_\_\_**

**Annex C**  
**Mandatory Requirements**

A Technical Offer **MUST** meet the following mandatory requirement. Offerors must be supported by proper and adequate detail, particularly where a mandatory item requires supporting evidence.

If the complete specifications and/or descriptive literature are not submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet this 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.

Any proposal which fails to meet all mandatory requirements will be deemed non-responsive.

Description	Comply Yes/No	Comments: Compliance or deviations
Fire Alarm Technician Certificate –all Fire Alarm Technicians who will be performing the work possess a current Technician Registration Card as issued and renewed annually by the Canadian Fire Alarm Association.		