



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

Mailroom
Correctional Service of Canada
Ontario Regional Headquarters
443 Union Street
Kingston, Ontario
K7L 2R8

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 :

“THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT” « LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE RELATIVE À LA SÉCURITÉ »

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 :

Title — Sujet: Vending Machine Service - Automatique service de la machine	
Solicitation No. — N° de l'invitation 21440-15-VENDING	Date: 2014-05-07
Client Reference No. — N° de Référence du Client	
GETS Reference No. — N° de Référence de SEAG	
Solicitation Closes — L'invitation prend fin at /à : 1400 hrs. EST / 14h00 HNE on / le : 04 July 2014 / 04 juillet 2014	
F.O.B. — F.A.B. Destination	
Address Enquiries to — Soumettre toutes questions à: Pauline Cook Correctional Service Canada Service correctionnel du Canada Ontario Region Region de l'Ontario 443 Union Street 443 rue Union Kingston, Ontario K7L 2R8 E-mail: pauline.cook@csc-scc.gc.ca	
Telephone No. — N° de téléphone: 613- 545-8290	Fax No. — N° de télécopieur: 613-536-4571
Destination of Goods, Services and Construction: Destination des biens, services et construction: Collins Bay Institution P.O. Box 190 CP 190 Kingston, ON K7L 4V9	
Instructions: See Herein Instructions : Voir aux présentes	
Delivery Required — Livraison exigée : See herein	Delivery Offered — Livraison proposée : Voir aux présentes
Name and title of person authorized to sign on behalf of Vendor/Firm Nom et titre du signataire autorisé du fournisseur/de l'entrepreneur	
_____ Name / Nom Title / Titre	
_____ Signature Date	
(Sign and return cover page with bid proposal / Signer et retourner la page de couverture avec la proposition)	



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Security Requirement
2. Statement of Work
3. Revision of Departmental Name
4. Debriefings
5. Procurement Ombudsman

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions
2. Section I: Technical Bid
3. Section II: Financial Bid
4. Section III: Certifications

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection
3. Security Requirement

PART 5 - CERTIFICATIONS

1. Certifications Required with the Bid

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement
2. Statement of Work
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications
9. Applicable Laws
10. Priority of Documents
11. Insurance
12. Ownership Control
13. Closure of Government Facilities
14. Tuberculosis Testing
15. Compliance with CSC Policies
16. Health and Labour Conditions
17. Dispute Resolution Services
18. Contract Administration
19. Privacy



List of Annexes:

- Annex A – Statement of Work
- Annex B – Proposed Basis of Payment
- Annex C – Evaluation Criteria



PART 1 - GENERAL INFORMATION

1. Security Requirement

There is a security requirement associated with the requirement. For additional information, consult Part 4 - Evaluation Procedures and Basis of Selection and Part 6 - Resulting Contract Clauses.

2. Statement of Work

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

3. Revision of Departmental Name

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

4. Debriefings

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.

5. Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa-opo@boa.opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.



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>

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 (2014-03-01) 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 Integrity Provisions – Bid', form part of and apply to the bid solicitation.

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

Delete: sixty (60) days

Insert: ninety (90) days

1.1 SACC Manual Clauses – No Substitute Products

SACC Manual Clause B4024T (2006-08-15) – No Substitute Products

Bidders must provide products that are of the same description, brand name, model and/or part number as detailed in the item description of the bid solicitation. Bidders are advised that substitute products will not be considered.

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 five (5) business days before the bid closing date. Enquiries received after that time may not be answered.

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

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: **three (3) hard copies**
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.

2. 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.

3. 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.



3.1 Exchange Rate Fluctuation

SACC Manual clause C3011T (2013-11-06) Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

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

1.2 Financial Evaluation

SACC Manual Clause A0220T (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 – Mandatory Technical Criteria

SACC Manual Clause A0031T (2010-08-16) Basis of Selection – Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price the highest payable commission will be recommended for award of a contract.

3. Security Requirement

CPIC Clearances will be required in order to have site access prior to contract award.



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 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) 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.

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 Status and Availability of Resources

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



Certification:

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



PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

No security investigation is required, since there is no access to information or sensitive assets. If necessary, the Contractor personnel will be accompanied in specific areas of the facility or operating unit if the staff of the Correctional Service of Canada (CSC) or persons authorized by him to act on his behalf deem necessary.

Before being admitted to the facility or operating unit, the Contractor personnel must undergo an audit of its identity and its information carried by the CSC with the Canadian Police Information Centre and should meet the requirements of the institution in regard to searches. SSC reserves the right to refuse, at any time, access to a facility or an operational unit, or part of these installations, any member of the Contractor's personnel.

2. Statement of Work

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

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>

Manual issued by Public Works and Government Services Canada.

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

3.1 General Conditions

2010B (2014-03-01) General Conditions - Professional Services (Medium Complexity), apply to and form part of the contract.

Subsection 31.4 of 2010B, General Conditions – Professional Services (Medium Complexity), will not form part of the Contract. All other subsections of ‘2010B 31 Integrity Provisions – Contract, will form part of the Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from July 15, 2014 to July 14, 2015 inclusive.

4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one year periods 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 15 calendar days before the expiry date of the Contract. The option may only be exercised by the



Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Pauline Cook
Title: Regional Procurement & Contracting Officer
Correctional Service Canada
Telephone: (613) 545-8290
Facsimile: (613) 536-4571
E-mail address: Pauline.Cook@csc-scc.gc.ca

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

5.2 Project Authority

The Project Authority for the Contract is:

Name:
Title:
Correctional Service Canada
Branch/Directorate:
Telephone:
Facsimile:
E-mail address:

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

5.3 Contractor's Representative

The Authorized Contractor's Representative is:

Name: _____
Title: _____
Company: _____
Address: _____

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



6. Payment

6.1 Basis of Payment

The Contractor will be paid from the gross sales of the vending machine operations less the percentage commission to be paid to the inmate welfare fund at each site performed in accordance with the Contract. Customs duties are excluded and applicable taxes are extra.

6.2 Limitation of Price

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

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

6.3 SACC Manual Clauses

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

6.4 Method of Payment

The Contractor shall pay to the welfare inmate committee the percentage commission owed on a quarterly annual basis on monthly sales reports in accordance with the payment provisions of the Contract if:

- a. an accurate and complete sales report and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. all Work performed has been accepted by Canada.

6.5 Travel and Living Expenses

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

7. Invoicing Instructions

- 7.1 The Contractor must submit sales report in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- 7.2 Invoices must be distributed as follows: The original invoice must be forwarded to the Project Authority as identified within the Contract.



7.3 Each invoice must be supported by a copy of the quarterly sales reports to support the payments.

7.4 Invoices must be distributed by submitting the original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and 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 the Province of Ontario.

10. Priority of Documents

If there is a discrepancy between the wording of any document 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 (2014-03-01) General Conditions - Professional 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

SACC Manual clause G1005C, (2008-05-12), Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

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 , 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. Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties for both the process and to bear the cost of such process, assist in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or applicable of a term and condition of this contract. The Office of Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

18. Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by (*the supplier or the contractor or the name of the entity awarded this contract*) respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and the application of the terms and conditions and the scope of work of this contract are not in dispute. The Office of Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

19. Privacy

19.1 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.

19.2 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

Correctional Service Canada – Collins Bay Minimum Medium Security Institution requires the provision of vending machines services to visitor areas of the Federal institution.

2 Objective

To provide supply and operate three to four vending machines to two separate visitor locations.

3 Definitions

Vending Machine means:

i) A drink vending machine built with a sturdy steel structure with durable powder –coated finish with five easy loading tilt-out trays adjustable to varying product heights and can accommodate a selection of drinks. The unit must be high capacity with a minimum of 10 selections, handle 355 ml cans and serves up to 40 – 75 customers. The unit must be energy efficient and with a front display easily changed and customized. The unit must have a multi- price controller in \$0.05 increments; Canadian coin acceptor of \$1.00 & \$2.00 coins, digital readout, MDB compatible, door lock and key.

ii) Snack vending machine: Built with sturdy steel structure with durable powder coated finish with five easy loading tilt-out trays adjust to varying product heights and can accommodate selections of snacks, candy gum and mints. The unit must be a high-capacity 34 selection and able to serve 40-75 customers. The unit must have multi- price controller in \$0.05 increments, Canadian coin acceptor of \$1.00 & \$2.00 coins, digital readout, MDB compatible, door lock and key.

iii) Meal Alternative vending machine: Same as above.

4 Scope

4.1 Scope of Work to be provided by the contractor:

4.1.1 To install, maintain, repair and stock vending machine equipment in two visiting areas at Collins Bay Medium Minimum Institution. Each location will be equipment with two (2) vending machines, one for cold & hot beverages and snacks and another for meal alternatives.

4.1.2 All equipment shall remain the property of the contractor.

4.1.3 Vending machines must be in good working order to ensure delivery of food products, as required.

4.1.4 Vending machines must sell hot and cold beverages, snacks, and nutritious wholesome palatable meal alternatives. Culturally based requirements must be considered upon request. All products shall be brand name.

4.1.5 Vending machines must have “Sure Vend” and bill “Validators”; or same capability.

4.1.6 To provide a microwave for each location.

4.1.7 To provide a change machine for one location.



- 4.1.8 To provide all condiments and plastic cutlery.
- 4.1.9 To remove all equipment from Correctional Service Canada premises on the contract termination date.
- 4.1.10 Correctional Service of Canada shall provide the necessary space for the operation of the vending machines, heat, light, electrical power and water outlets; with the proper connections as may be required. This includes half-inch cold water outlets with shut-off and backflow preventer for the coffee machine.
- 4.1.11 Correctional Service of Canada shall provide, remove and clean waste containers on a daily basis. The cleanliness of the machines shall be the sole responsibility of the contractor.
- 4.1.12 Correctional Service of Canada shall allow the contractor's employees and vehicles convenient access for servicing the contractor's equipment subject to security requirements.

5 Tasks

- 5.1 Vending Machines will be stocked on a regular weekly basis or upon request by Correctional Service of Canada.
- 5.2 The contractor shall stock the following items but not limited to:
 - Hot Beverages: Coffee, tea & hot chocolate
 - Cold Beverages: Juices, pop- regular & diet, milk – white & chocolate and water.
 - Snacks: Potato chips, cheeses, nachos, chocolate bars, cookies, crackers, trail mix, mixed nuts, Nutritional bars assorted flavors and health snacks.
 - Meal Alternatives: Sandwiches, yogurts, cheese, soups, chili, fresh fruit & vegetables.
- 5.3 The contractor shall provide alternative selections upon request by Correctional Service Canada only. All selections must be approved by Correctional Service Canada prior to becoming available for sale.

6 Client Support

- 6.1 Customer Service for emergency repairs must be available 24 hour on call seven days a week; Service shall be completed within 24 hours of call in for service.
- 6.2 Maintenance and repairs must be completed by a skilled professional, on a regular basis.
- 6.3 Whereby maintenance and repairs cannot be completed on site, a substitute new machine will be made available within a 24 hour period.
- 6.4 The Contractor will provide client support and training, if required

7 Constraints

- 7.1 The Contractor will be entering a Security environment and will be subject to operational security requirements. As there is no access to sensitive information or assets there is no requirement for a personnel Reliability clearance.
- 7.2 Contractor personnel will be escorted in specific areas of the institution as and where required by Correctional Service Canada personnel or those authorized by CSC on its behalf. CSC has



developed very stringent internal policies to ensure that the security of institutional operations is not compromised.

- 7.3 Contractor personnel shall submit to local verification of identify/information through an authorized use of the Canadian Police Information Centre (CPIC) and must adhere to institutional requirements for the conduct of searches by Correctional Service Canada, prior to admittance to the requisite institution.
- 7.4 Correctional Service Canada reserves the right to deny access to any institution of any Contractor personnel, at any time.
- 7.5 All items identified for sale in the vending machines must meet all of the Correctional Service of Canada security rules and regulations.
- 7.6 To ensure that all personnel observe all institutional rules and regulations while on the federal institutional premises.

8 Milestones and Control Points

- 8.1 The contractor must secure all applicable federal, provincial and municipal licences and permits and remit all applicable sales taxes required for the operation of the food and beverage services offered.

9 Deliverables

- 9.1 Upon completion of the Scope of Work, The Contractor will obtain monthly sales reports by reading of the machines in the presence of a CSC employee. The contractor will supply quarterly commission payments.
- 9.2 Vending Machines must be of a newer full size floor model, with the ability to refrigerate foods and beverages, meeting all of the safe food standards. The vending machines must have the capability of providing a sales reading.

10 Scheduled Meeting

- 10.1 The contractor will meet on an "as and when" need basis upon request of either party. There will be no travel reimbursement for these meetings.

11 Evaluation

- 11.1 The Departmental Representative/Project Authority, acting on behalf of the Minister, shall complete a Standard Evaluation Form during the contract period. A copy will be sent to the Contracting Authority.



ANNEX B – Proposed Basis of Payment

Basis of Payment

The Contractor will be paid from the operation of the vending machine gross sales, less the payment of a percentage commission in accordance with the following Basis of Payment for Work performed pursuant to this Contract.

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

Type of food or beverage	Amount of % Commission
Cold Beverages	
Snacks	
Hot Beverages	
Meal Alternatives	

Based on the following product unit prices:

Cold Beverages	% Commission on gross sales
Pop cans 355ml Regular & Diet Sprite, Pepsi, Fanta, Ginger Ale, Coke, Dr. Pepper	\$_____ tax incl.
Juice cans 341ml Apple, Strawberry, Fruitopia, Orange	\$_____ tax incl.
Pop bottles 591ml	\$_____ tax incl.
Water 500 ml	\$_____ tax incl.
Water 591 ml	\$_____ tax incl.
Milk – white 250 ml	\$_____ tax incl.
Milk – Chocolate 250 ml	\$_____ tax incl.

Snacks	% Commission on gross sales
Chips Assorted	\$_____ tax incl.
Chocolate Assorted	\$_____ tax incl.
Gum and Candy	\$_____ tax incl.
Nutritional Bars assorted flavours	\$_____ tax incl.
Mints	\$_____ tax incl.
Cookies	\$_____ tax incl.

Hot Beverages	% Commission on gross sales
Regular coffee 10 oz	\$_____ tax incl.
Decaf 10 oz	\$_____ tax incl.
Tea 10 oz	\$_____ tax incl.
Hot Chocolate 10 oz	\$_____ tax incl.

Meal Alternatives	% Commission on gross sales
Tuna Kit 90g	\$_____ tax incl.



Sandwiches (egg, chicken, tuna, ham, burgers, cheese burgers)	\$_____ tax incl.
Subs (Italian, smoked meat, Halal Beef Salami)	\$_____ tax incl.
Hot dogs	\$_____ tax incl.
Yogurt	\$_____ tax incl.
Fresh Fruit	\$_____ tax incl.
Fresh Vegetables	\$_____ tax incl.
Soups	\$_____ tax incl.
Burger	\$_____ tax incl.
Cheese Burger	\$_____ tax incl.

All payments are subject to receipt of a monthly sales report, based upon the percentage of sales commissions, certified by a CSC Manager or designated officer, with appropriate delegated signing authority. Cheques are to be made payable to the Inmate Welfare Committee.

Retail Sales Tax

Retail sales tax, as applicable, is to be remitted by the contractor.

Options to Extend the Contract Period:

Subject to the exercise of the option to extend the Contract period in accordance with Article <To Be Inserted at Contract Award> of the original contract, Options to Extend Contract, the Contractor will be paid the firm all inclusive Per Diem rate(s), in accordance with the following table, GST or HST extra, to complete all Work and services required to be performed in relation to the Contract extension.

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

HST or GST

- (a) All prices and amounts of money in the contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.
- (b) The estimated HST or GST of \$<To Be Inserted at Contract Award> is included in the total estimated cost shown on page 1 of this Contract. The estimated GST or HST to the extent applicable will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of GST or HST paid or due.



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

It is **imperative** that the proposal **address each of these criteria** to demonstrate that the requirements are met.

LISTING EXPERIENCE WITHOUT PROVIDING ANY SUBSTANTIATING DATA TO SUPPORT WHERE AND HOW SUCH EXPERIENCE WAS OBTAINED WILL RESULT IN THE STATED EXPERIENCE NOT BEING CONSIDERED FOR EVALUATION PURPOSES.

1. All experience must be strictly work-related. Time spent during education and/or training will not be considered, unless otherwise indicated.
2. Experience must be demonstrated through a history of past projects, either completed or on-going.
3. References must be provided for each project/employment experience.
 - I. Where the stated experience was acquired within a Canadian Federal Government Department or Agency **as a Public Servant**, the reference must be a Public Servant who had a supervisory role over the proposed resource during the stated employment.
 - II. Where the stated experience was acquired within a Canadian Federal Government Department or Agency **as a consultant**, the reference must be the Public Servant who was identified as the Project Authority of the project on which the proposed resource acquired the experience.
 - III. References must be presented in this format:
 - a. Name
 - b. Organization
 - c. Current Phone Number and Email address if available

4. Response Format

In order to facilitate evaluation of proposals, it is recommended that bidders' proposals address the mandatory criteria in the order in which they appear in the Evaluation Criteria and using the numbering outlined.

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.



1.1 Mandatory Technical Criteria

1.1.1 The bidder must include the completed and signed first page of the Request for Proposal, together with all Certifications as set out in Part 5 of the RFP.

1.1.2 The Company:

Table 1.1.2	
MANDATORY REQUIREMENT	DEMONSTRATED COMPLIANCE: Bidders should include, as a minimum, for each project submitted:
	<ol style="list-style-type: none"> 1. a project description 2. the name of the client 3. the date of the project, 4. details about the work performed by the contractor on the project 5. reference(s).
1.1.2.1 The Company must be a registered business licensed to do business in the Province of Ontario. Proof of business registration must be provided.	
1.1.2.2 The Company must have completed at least two (2) contracts providing similar services to an organization or business of 100 or more users.	
1.1.2.3 The Company must have completed at least two (2) years vending machine services for in a commercial environment.	
1.1.2.4 Proof of Liability Insurance \$2M	

1.1.3 The Proposed Personnel:

Proposals should include a résumé for each of the proposed resources, which support the services being offered. Names and telephone number of business references should be provided which can substantiate the work experience claimed.

Table 1.1.3	
MANDATORY REQUIREMENT	DEMONSTRATED COMPLIANCE: Bidders should include, as a minimum, where, when and how the experience was obtained
1.1.3.1 The proposed operational manager must have two (2) years experience providing these services in a commercial environment for an organization with at a minimum of 100 or more end users.	