



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

Regional Contracting Specialist
Nancy Baessler
Correctional Service Canada
Regional Headquarters – Prairies
3427 Faithfull Avenue
Saskatoon, Saskatchewan
S7K 8H6

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

Proposal to: Correctional Service Canada

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

Proposition à: Service Correctionnel du Canada

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

Comments — Commentaires :

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

Telephone # — N° de Téléphone :

Fax # — No de télécopieur :

Email / Courriel : _____

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

Title — Sujet: Inmate Owned Cable Television Services	
Solicitation No. — N° de l'invitation 50400-13-1976001	Date: 2014-09-11
Client Reference No. — N° de Référence du Client 50400-13-1976001	
GETS Reference No. — N° de Référence de SEAG	
Solicitation Closes — L'invitation prend fin at /à : 10:00am on / le : 2014-12-03	
F.O.B. — F.A.B. Plant – Usine: _____ Destination: _____ Other-Autre: _____ Regional Psychiatric Centre, Saskatoon, Saskatchewan	
Address Enquiries to — Soumettre toutes questions à: Regional Contracting Specialist 501Contracts@csc-scc.gc.ca	
Telephone No. — N° de téléphone: 306-659-9256	Fax No. — N° de télécopieur: 306-659-9317
Destination of Goods, Services and Construction: Destination des biens, services et construction: Correctional Service Canada, Regional Psychiatric Centre 2520 Central Avenue, Saskatoon, Saskatchewan	
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)	



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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Statement of Work

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

3. Revision of Departmental Name

As this bid solicitation is issued by Correctional Service Canada (CSC), any reference to Public Works and Government Services Canada (PWGSC) or its Minister contained in full text or by reference in any term, condition or clause of this document, or any resulting contract, 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) (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 2014-06-26 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.

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. Communications – Solicitation Period

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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

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

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

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 (2014-06-26), Evaluation of Price

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

Note to Bidders: Table Totals will be calculated using the formula that follows the corresponding table in **Annex B – Proposed Basis of Payment**.

2. Basis of Selection

SACC Manual Clause A0031T (2010-08-16)

3. Security Requirement

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

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

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

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



4. Insurance Requirement

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in article 11 of PART 6 – RESULTING CONTRACT CLAUSES.

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



PART 5 - CERTIFICATIONS

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

Compliance with the certifications bidders provided 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 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. If the answers to the questions and, as applicable, the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause,

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

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a



result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension as defined above?

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 a 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.

1.3 Language Requirements

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



1.4 Education and Experience

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

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

There is no security requirement associated with the requirement.

2. Statement of Work

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

3. Standard Clauses and Conditions

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

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

3.1 General Conditions

2010C 2014-06-26, General Conditions - Services (Medium Complexity), apply to and form part of the Contract.

Subsection 27.4 of 2010C, General Conditions – Services (Medium Complexity), will not form part of the Contract. All other subsections of ‘2010C 27 Integrity Provisions – Contract’, will form part of the Contract.

4. Term of Contract

4.1 Period of the Contract

The Work is to be performed from the date of award for a five (5) year period.

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 (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 thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:



Nancy Baessler
Regional Contracting Specialist
Correctional Service Canada
Regional Headquarters – Prairies
Telephone: 306-659-9256
Facsimile: 306-659-9317
E-mail address: 501Contracts@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: XXX
Title: XXX
Correctional Service Canada
Branch/Directorate: Regional Psychiatric Centre
Telephone: XXX
Facsimile: XXX
E-mail address: XXX

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

5.3 Contractor's Representative

The Authorized Contractor's Representative is:

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

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

6. Payment

6.1 Basis of Payment

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



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

6.2 Limitation of Price

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

6.3 SACC Manual Clauses

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

6.4 Monthly Payment

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

6.5 Travel and Living Expenses

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

7. Invoicing Instructions

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

8. Certifications

8.1 Certification of Compliance

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

9. Applicable Laws

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

10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the (2014-06-26)General Conditions - Services (Medium Complexity),
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) the Contractor's bid dated _____ (to be inserted at contract award)

11. Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in below. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with



the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection. The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

11.1 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be



excluded by the standard care, custody or control exclusion found in a standard policy.

- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

12. Ownership Control

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

- (a) The Contractor warrants that it is not under ownership control of any non-resident entity (ie. Individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other).
- (b) The Contractor shall advise the Minister of any change in ownership control for the duration of the contract.
- (c) The Contractor acknowledges that the Minister has relied on this warranty in entering into this Contract and that, in the event of breach of such warranty, or in the event that the Contractor's ownership control becomes under a non-resident entity, the Minister shall have the right to treat this Contract as being in default and terminate the contract accordingly.
- (d) For the purposes of this clause, a non-resident entity is any individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other residing outside of Canada.

13. Closure of Government Facilities

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

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

14. Tuberculosis Testing

14.1 It is a condition of this contract that the Contractor or any employees of the Contractor who require entry into a Correctional Service of Canada Institution to fulfill the conditions of the contract may, at the sole discretion of the Warden, be required to provide proof of and results of a recent tuberculin test for the purpose of determining their TB infection status.



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

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

15. Compliance with CSC Policies

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

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

15.3 Details on existing CSC policies can be found at: www.csc-scc.gc.ca 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 contractor 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.



Annex A – Statement of Work

1. Security Requirement

The cable provider must obtain a security clearance for each staff member of the providers company who will be required to visit RPC, in advance of installing or maintaining any equipment within the RPC site. Please allow 2 weeks to obtain the initial clearance.

2. Requirement

2.1 Background

The purpose of this documentation is to request a proposal to provide services to patients housed at the Regional Psychiatric Centre of the Correctional Service of Canada. The Regional Psychiatric Centre (Prairies) is a secure forensic mental hospital operated by the Correctional Service of Canada. The Centre currently has the capacity to house approximately 210 patients, both male and female, referred from various correctional facilities in the Prairie region for assessment and treatment.

The Regional Psychiatric Centre (RPC) is committed to providing a security approved quality cable services to our patients. RPC is located in the community of Saskatoon, Saskatchewan.

RPC is seeking a CABLE TELEVISION SERVICE provider to supply full cable television to 210 existing outlets located in various areas of our facility for contract duration of FIVE years with TWO, ONE year options, for a cumulative duration of SEVEN years.

2.2 Objective

To provide a viable and balanced signal for CATV/MATV service throughout the Regional Psychiatric Centre to 210 CATV outlets.

2.3 Scope

Regional Psychiatric Centre, Prairie Region

The Contractor agrees to supply a viable, balanced 0 dB signal for CATV/MATV service to each of the existing 210 outlets in the Regional Psychiatric Centre. This cost must include all installation, hardware, cabling, subscriptions and service/maintenance for the duration of the contract.

The conduits, cables, wires currently existing on the property shall remain the property of CSC - the Regional Psychiatric Centre and will be maintained by the Regional Psychiatric Centre. Any communication facilities, hardware and/or equipment on the premises (collectively, the "Network") installed by or on behalf of the Contractor on, in or to the premises shall remain the sole and exclusive personal property of the Contractor. Not with standing that the network may be in part or in whole, attached to the premises, it shall at all times continue as a chattel of the Contractor as part of the contract lease agreement and not as a fixture to the premises.

All pre-wired outlets will be made available to the contractor at no additional costs but shall be maintain by the Contractor as part of the network. The bidder's regular published installation and/or relocation charges shall apply should additional outlets or relocation of the existing outlets be requested.

The cable stations to be provided must include a minimum choice of **FORTY** channels. Included in the **FORTY** channels must be the basic channel package, a minimum of **FOUR** movie channels, and **TEN** a la carte channels. In addition to the above channels, a selection of music-only channels is requested.

The list of channels selected will be reviewed annually, with the option to switch equivalent channels. **Sexually explicit channels are prohibited, and shall not be included in the list of channels. Confirmation of this exclusion must be acknowledged in the bidder's proposal. There will not be**



any possibility of accessing the internet with any of the equipment installed. Confirmation of this exclusion must be acknowledged in the bidders' proposal.

All request for services and/or maintenance must be coordinated with the Project Authority and be responded to within 24 hrs of the request for service call.

All potential contractors will be invited to attend a site visit on at a time and date to be determined to assess, discuss and confirm all infrastructure requirements with the Project Authority.

Maintenance:

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

Any work or maintenance must be performed during hours agreeable to both the contractor and the Project Authority, and done such that there will be a minimum of impact to the normal institutional routine. All work and requests from the contractor will be addressed to the Project Authority and or his delegate. Any communication facilities, hardware and/or equipment on the premises installed by or on behalf of the Contractor on, in or to the premises shall remain the sole and exclusive personal property of the Contractor, and will be maintained by the contractor.

The stations to be provided must include a minimum choice of SIXTY channels. Included in the sixty channels must be a basic channel package provided, plus a minimum of TWO movie channels, and EIGHT premium channels.

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

2.4 Tasks

The Contractor must be able to work effectively with CSC staff as well as Public Works and Government Services Canada (PWGSC) procurement staff, to capture CSC business requirements for the provision of cable television to all required areas in Regional Psychiatric Centre (Prairies).

Any work or maintenance must be performed during hours agreeable to both the contractor and Regional Psychiatric Centre (Prairies), and done such that there will be a minimum of impact to the normal institutional routine. Saskatchewan Penitentiary will appoint a designated person as liaison and all work and requests from the contractor will be addressed through this person.

2.5 Language requirements

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

2.6 Security Level

The cable provider must obtain a security clearance for each staff member of the providers company who will be required to visit Regional Psychiatric Centre, in advance of installing or maintaining any equipment within the Regional Psychiatric Centre (Prairies). Please allow 2 weeks to obtain the initial clearance.

Entry to Regional Psychiatric Centre (Prairies) will be allowed to only those who have been successfully cleared for such access and a list of all tools and equipment to be utilized will be provided to the officer in charge of the Principal entrance.

2.7 Constraints

2.7.1 Conflict of interest:



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

2.7.2 CSC business environment:

- A. The Contractor shall note that the environment in which CSC conducts its operations to meet its mandate may change quite rapidly, depending on legislative or policy changes or incidents related to correctional operations. The CSC PA may request that the Contractor modify the deliverables to be produced under the contract, in response to these changes.
- B. Entry to the Regional Psychiatric Centre (Prairies) will be allowed to only those who have been successfully cleared for such access and a list of all tools and equipment to be utilized will be provided to the officer in charge of the Principal entrance.)

2.8 Meetings:

- 2.8.1 An initial meeting (face to face and at a location in the Prairie Region) will be held with the Contractor and the CSC PA, and or his delegate. The items to be discussed will include establishing/clarifying terms of reference, reviewing the project objectives and identification of CSC branches/divisions that will participate in the definition of the business requirements and other phases of the project.

2.9 Travel

There is no travel provisions associated with this contract.



ANNEX B – Proposed Basis of Payment

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

TABLE 1.1

CONTRACT PERIOD: AWARD DATE, for a FIVE year period plus TWO one year option periods

A) Period One: FIRST YEAR

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

B) Period Two: SECOND YEAR

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

C) Period Three: THIRD YEAR

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

D) Period Four: FOURTH YEAR

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

E) Period Five: FIFTH YEAR

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

F) Period Six: Option Year #1:

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



G) Period Seven: Option Year #2:

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

- a) The fixed fee per outlet rates in Table 2.2.4 will be inclusive of all costs including but not limited to payroll, overhead costs, and profits required to complete the work
- b) All prices are to be quoted GST/HST EXTRA.
- c) Payments will be made upon submission of monthly invoices detailing the level of effort expended during the billing period, based on the per diem rates included in Appendix "C" of the resulting contract.
- d) The Contractor shall be required to notify the Project Authority once the total billing-to-date has reached 75% of the fees portion of the resulting contract.

No other fees will be accepted.

The lowest average "Fee per outlet" will be determined as follows:

Contract Year 1 outlet rate + Contract Year 2 outlet rate + Contract Year 3 outlet rate
+ Contract Year 4 outlet rate + Contract Year 5 outlet rate + Option Year #1 rate + Option Year #2 - outlet rate.

$\div 7 =$ Bidder's Average Per outlet Rate for the seven years



ANNEX C – Evaluation Criteria

1.0 Technical Evaluation:

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

Mandatory Technical Criteria

2.0 Evaluation Criteria:

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



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

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

#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met
M1	<p>The Contractor must provide proof of a minimum of 2 year experience in providing Cable Television services to an institution, hospital, or other similar type facility.</p> <p>Documents attached?</p>		
M2	<p>The Contractor must include a list of channels and packages available.</p>		
M3	<p>Sexually explicit channels are prohibited, and shall not be included in the list of channels. Confirmation of this exclusion must be acknowledged in the proposal.</p> <p>Bidder has acknowledged exclusion?</p>		
M4	<p>The bidder must provide proof of Liability Insurance indicating coverage of liability insurance of a minimum \$1,000,000.00 (one million).</p> <p>License attached?</p>		
M5	<p>The Bidder must provide a Worker's Compensation Board letter of good standing.</p> <p>Letter attached?</p>		
M6	<p>The Contractor must be able to provide service providers that can obtain security clearance upon contract award.</p> <p>Bidder is able to meet this requirement</p>		