RETURN OFFERS TO :	Title — Sujet:				
RETOURNER LES OFFRES À :		atchewan Penitentiary – Prince Albert Sl			
Bid Receiving - Réception des soumissions:	Solicitation No. — N°. de l'invitation	Date:			
Correctionnel Service of Canada	52039-14-2089996	November 10, 2014			
Contracting and Materiel Services	Client Reference No. — N°.	de Référence du Client			
3427 Faithfull Avenue Saskatoon SK, S7K 8H6	52039-14-2089996				
REQUEST FOR A STANDING OFFER	GETS Reference No. — N°.	de Référence de SEAG			
DEMANDE D'OFFRE À	Solicitation Closes —	Time Zone			
COMMANDES	L'invitation prend fin	Fuseau horaire			
Designed Master Standing Offer (DMCO)	at /à : 10 :00 am	Central Standard Time - CST			
Regional Master Standing Offer (RMSO) Offre à commandes maître régionale (OCMR)	On / Le : December 22, 2014	Heure normale du centre			
Canada, as represented by the Minister of the Correctional Service of Canada, hereby requests a Standing Offer on behalf of the Identified Users	Delivery Required — Livraison See herein – Voir aux présentes	exigée :			
herein.	F.O.B. — F.A.B.				
Le Canada, représenté par le ministre du Service correctionnel Canada, autorise par la présente, une	Plant – Usine: Destina Saskatchewan Penitentiary,	ation: Other-Autre: Prince Albert Saskatchewan			
offre à commandes au nom des utilisateurs dentifiés énumérés ci-après.	Address Enquiries to — So	umettre toutes questions à:			
	501Contracts@csc-scc.gc.c	a			
THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT / DOCUMENT CONTIENT DES EXIGENCES RELATIVES À LA SÉCURITÉ	Telephone No. – N° de téléphone: 306-975-5136	Fax No. – N° de télécopieur: 306-975-6238			
SECORITE	Destination of Goods, Services				
Comments — Commentaires :	Destination des biens, services Multiple as per call-up	s et construction:			
Vendor/Firm Name and Address —	Multiples, selon la commande sul Saskatchewan Penitentiary				
Raison sociale et adresse du fournisseur/de l'entrepreneur :	Security – Sécurité				
	This request for a Standing Offer includes provisions for security. Cette Demande d'offre à commandes comprend des dispositions en matièr de sécurité. Instructions: See Herein Instructions : 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				
Telephone # — N° de Téléphone :	Nom et titre du signataire autor	ise du fournisseur/de l'entrepreneur			
Fax # — No de télécopieur :	Name / Nom	Title / Titre			
Email / Courriel :	 Signature	Date			
GST # or SIN or Business $\# - N^{\circ}$ de TPS ou NAS ou N <sup>o</sup> d'entreprise :	(Sign and return cover page v Signer et retourner la page de				

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# PART 1 - GENERAL INFORMATION

# 1. Introduction

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

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

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment and any other annexes.

#### 2. Summary

- (i) The Correctional Service of Canada has a requirement to obtain a qualified instructor to provide training to offenders residing at the Saskatchewan Penitentiary in Prince Albert, Saskatchewan. The qualified instructor will provide training in the area of 'Introduction to Scaffolding Training.'
- (ii) The training is to be provided to offenders residing at the Saskatchewan Penitentiary in Prince Albert Saskatchewan.
- (iii) the period of the Standing Offer is for the period from the award of the Standing Offer Agreement to March 31, 2016, with three one year Option periods;
- (iv) "There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, Financial and Insurance Requirements, and Part 7A - Standing Offer. Offerors should consult the "<u>Security Requirements for PWGSC Bid</u> <u>Solicitations - Instructions for Bidders"(http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pleng.html#a31) document on the Departmental Standard Procurement Documents website."</u>

- (v) "For services requirements, Offerors in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the Request for Standing Offer (RFSO)."
- (vi) "The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada Chile Free Trade Agreement (CCFTA), the Canada Peru Free Trade Agreement (CPFTA), the Canada Columbia Free Trade Agreement (CCoIFTA) and the Agreement on Internal Trade (AIT)."

# 3. Revision of Departmental Name

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

# 4. Security Requirement

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

# 5. Debriefings

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

# 6. 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 <u>boa-opo@boa-opo.gc.ca</u>. You can also obtain more information on the OPO services available to you at their website at <u>www.opo-boa.gc.ca</u>.

# PART 2 - OFFEROR INSTRUCTIONS

#### 1. Standard Instructions, Clauses and Conditions

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

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

The 2006 (2014-03-01) Standard Instructions - Request for Standing Offer - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsections 1.4 and 1.5 of 2006, Standard Instructions - Request for Standing Offer -Goods or Services - Competitive Requirements do not form part of and do not apply to the request for Standing Offer. All other subsections of '01 Integrity Provisions – Offer', form part of and apply to the request for Standing Offer.

# 2. Submission of Offers

Offers must be submitted only to Correctional Service of Canada (CSC) by the date, time and place indicated on page 1 of the Request for Standing Offer.

Due to the nature of the Request for Standing Offer, transmission of offers by facsimile or e-mail to CSC will not be accepted.

#### 3. Former Public Servant

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, offerors must provide the information required below before the issuance of a Standing Offer. If the answers to the questions and, as applicable, the information have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirements within the prescribed time frame will render the offer non-responsive.

#### Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the <u>Financial</u> <u>Administration Act</u> 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 <u>Public Service Superannuation</u> <u>Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary</u> <u>Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence</u> <u>Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension</u> <u>Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S., 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? YES () NO ()

If so, the Offeror 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, Offerors agree that the successful Offeror'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 <u>Contracting Policy</u> Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

#### Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES**() **NO**()

If so, the Offeror must provide the following information:

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

# 4. Enquiries - Request for Standing Offer

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the Request for Standing Offer (RFSO) closing date. Enquiries received after that time may not be answered.

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

# 5. Applicable Laws

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

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

# **PART 3 - OFFER PREPARATION INSTRUCTIONS**

# 1. Offer Preparation Instructions

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

Section I: Technical Offer: three (3) hard copies

Section II: Financial Offer: one (1) hard copy

Section III: Certifications: one (1) hard copy

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

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

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

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 <u>Policy</u> on <u>Green Procurement</u> (http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html). To assist Canada in reaching its objectives, offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fiber certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### Section I: Technical Offer

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

# Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

#### Section III: Certifications

Offerors must submit the certifications required under Part 5.

# PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

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

# 1.1. Technical Evaluation

### 1.1.1 Mandatory Technical Criteria

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

# **1.2 Financial Evaluation**

**1.2.1** The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

Offers containing a financial offer other than the one requested at Article 3. Section II: Financial Offer of PART 3 – OFFER PREPARATION INSTRUCTIONS will be declared non-compliant.

### 2. Basis of Selection

# 2.1 Mandatory Technical Criteria Only – SACC Manual Clause M0031T (2007-05-25)

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

# PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and documentation to be issued a Standing Offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a Standing Offer, or will declare a contractor in default, if any certification is found to be untrue whether during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with this request will also render the Offer non-responsive or may result in the setting aside of the Standing Offer or will constitute a default under the Contract.

# 1. Certifications Precedent to Standing Offer Award

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

# 1.2 Language Requirements

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

# 1.3 Education and Experience

SACC Manual clause M3021T 2012-07-16 Education and Experience

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

# 1.4 Certification:

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

# PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

#### 1. Security Requirement

Before issuance of a Standing Offer, the following conditions must be met:

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

# PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

# A. STANDING OFFER

# 1. Offer

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

# 2. Security Requirement

- **2.1** The following security requirement (SRCL and related clauses) applies and form part of the Standing Offer.
  - The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid **Designated Organization Screening** (**DOS**), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
  - 2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) **must EACH hold a valid RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
  - 3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
  - 4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
  - 5. The Contractor/Offeror must comply with the provisions of the:

(a) Security Requirements Check List and security guide (if applicable), attached at Annex \_\_\_\_\_;

(b) Industrial Security Manual (Latest Edition).

# 3. Standard Clauses and Conditions

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

As this Standing Offer is issued by Correctional Service of Canada (CSC), any reference to Public Works and Government Services Canada (PWGSC) or it 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

2005 (2014-03-01) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

Subsection 11.4 of 2005, General Conditions - Standing Offers - Goods or Services, will not form part of the Standing Offer. All other subsections of '2005 11 Integrity Provisions – Offer', will form part of the Standing Offer.

### 4. Term of Standing Offer

#### 4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from the date of the award of the Standing Offer to March 31, 2016.

# 4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an **additional three (3) periods of one (1) year**, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority **thirty (30)** days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

#### 5. Authorities

### 5.1 Standing Offer Authority

The Standing Offer Authority is:

Contracting and Materiel Services Correctional Service of Canada Regional Headquarters, Prairies 2313 Hanselman Place Saskatoon SK, S7L 6A9 Telephone: 306-659-9255 Facsimile: 306-659-9317 E-mail address: 501Contracts@csc-scc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

#### 5.2 Project Authority

The Project Authority for the Standing Offer is:

Name:	
Title:	
Organization:	 
Address:	 
Telephone:	 
Facsimile:	 
E-mail address: _	 

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

# 6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on any of its proposed resources' status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Offeror has agreed that, for any resulting call-ups to a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension 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.

# 7. Identified Users

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

Correctional Service of Canada Prairie Region / Saskatchewan Penitentiary (CORCAN)

# 8. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the Call-up Against a Standing Offer form or an electronic version.

# 9. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$40,000.00** (Applicable Taxes included).

# 10. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer (including option periods) must not exceed the sum of **\$250,000.00** (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or **4 months before the expiry date** of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

# 11. **Priority of Documents**

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2014-09-25), General Conditions Standing Offers Goods or Services
- d) the general conditions 2010B (2014-09-25), General Conditions Professional Services (Medium Complexity)

- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Security Requirements Check List
- h) the Offeror's offer dated \_\_\_\_\_

### 12. Certifications

#### 12.1 Compliance

Compliance with the certifications and related documentation provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

### 13. Applicable Laws

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

### B. RESULTING CONTRACT CLAUSES

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

#### 1. Statement of Work

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

# 2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions</u> (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 of 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.

# 2.1 General Conditions

2010B (2014-09-25), 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.

#### 2.3 Replacement of Specific Individuals

- 1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - a. The name, qualifications and experience of the proposed replacement; and
  - b. Proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 3. The Contractor must not, in any event, allow performance of the work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the work does not release the Contractor from its responsibility to meet the requirements of the contract.

# 3. Term of Contract

### 3.1 Period of the Contract

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

### 4. Payment

# 4.1 Basis of Payment

Payments will be made in accordance with Annex B - Basis of Payment

# 4.2 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.

# 4.3 Terms of Payment – Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- an accurate and complete invoice 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. the Work delivered has been accepted by Canada.

# 4.4 Taxes – Foreign-based Contractor C2000C (2007-11-30)

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

### 4.5 Travel and Living Expenses

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

### 4.6 Payment of Invoices by Credit Card (if applicable)

#### 5. Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- 2. Invoices must be distributed as follows:
  - b. One (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract

#### 6. 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.

#### 7. 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 (i.e. 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.

### 8. Closure of Government Facilities

- 8.1 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.
- 8.2 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.

# 9. Tuberculosis Testing

- 10.1 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.
- 10.2 Failure to provide proof of and results of a tuberculin test may result in the termination of the contract.
- 10.3 All costs related to such testing will be at the sole expense of the Contractor.

#### 10. Compliance with CSC Policies

- 11.1 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.
- 11.2 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.
- 11.3 Details on existing CSC policies can be found at: www.csc-scc.gc.ca or any other CSC web page designated for such purpose.

# 11. Health and Labour Conditions

- 12.1 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.
- 12.2 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.
- 12.3 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.
- 12.4 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."

### 12. 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 <u>boa-opo@boa.opo.gc.ca</u>.

#### 13. 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.

# 14. Privacy

- 15.1 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.
- 15.2 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.

# 15. Proactive Disclosure of Contracts with Former Public Servants

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

### 16. Government Site Regulations

The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.

# **ANNEX A - STATEMENT OF WORK**

The Correctional Service Canada has a requirement to obtain a qualified instructor to provide training to offenders residing at the Saskatchewan Penitentiary in Prince Albert Saskatchewan. The qualified instructor will provide training in the area of "Introduction to Scaffolding Training".

### 1.1 Background

CORCAN is an Agency of the Correctional Service of Canada (CSC) within the department of Public Safety and Emergency Preparedness. CSC and CORCAN are mandated to provide training, programs and services that facilitate inmates' re-entry into the work force following their release. Our focus is to ensure that inmates who participate in CORCAN activities are fully, regularly and suitably employed in a work environment that strives to achieve private sector standards.

The Saskatchewan Penitentiary is located outside the city of Prince Albert, Saskatchewan.

### 1.2 Objectives:

To Provide an Introduction to Scaffolding Training course that would be 4 to 6 weeks in duration. Training to include but not limited to: PERSONAL PROTECTIVE EQUIPMENT (PPE), FALL PROTECTION, FIRE PREVENTION, FRAME SCAFFOLDS, MODULAR SCAFFOLDS, TUBE AND CLAMP, and MATERIAL HANDLING AND RIGGING BASICS.

The work will involve the following:

#### 1.3Tasks:

The Contractor must deliver the Introduction to Scaffolding Training course from a recognized curriculum with the resulting certificates being from an official governing body.

- Each training session is to be delivered over a period of 4 week (minimum) to 6 weeks (maximum), Monday to Friday, 8:00 am to 4:00 pm.
- Training to include theory as well as practical hands on experience.
- The contractor may be requested to deliver up to 2 sessions per year.
- Maximum class size 15 participants, Minimum class size 10 participants.

The Contractor must provide all their own necessary equipment, Personal Protective Equipment (PPE), transportation for said equipment, for themselves and any of their own resources.

The contactor will provide the qualified instructor (service provider), all required equipment, materials, manuals and certification documents for participants, upon successful completion.

CORCAN will supply the participants, a classroom for delivery and an area for practical applications. Class size will be 10 to15 participants.

CORCAN will provide the names of participants for each training session. If any additional information is required for certification and/or registration in the Provincial system it will have to be collected directly from the participant by the instructor.

Commencement of training sessions will be upon mutual agreement of both the contractor and the Project Authority named in the Standing Offer Agreement.

# 1.4 Deliverables:

#### The contractor will provide:

- A qualified instructor (service provider) that must have occupational qualifications/certificates to perform the training services of 'Scaffolding'. ( ie : Journeyman Certificate)
- The proposed service provider must have a minimum of 6 months experience as a qualified trainer providing scaffolding training.
- Must provide all their own necessary equipment, Personal Protective Equipment, transportation for said equipment, for the contractor and/or any of the contractors' resources.
- Training Manuals, written and practical exercises and testing as required.
- The contractor will provide the project authority with a list of successful participants after completion of each course.
- The contractor shall provide Training Certificates of Completion to Project Authority for each successful candidate. The resulting Certificates for the successful participants must be at a minimum, from an official governing body. (i.e. Provincial Apprenticeship Board, Construction Board).
- The contractor shall provide a detailed invoice upon completion of the theory module and practical hands-on module.

There is a security requirement of Reliability Status clearance associated with providing these services at the Saskatchewan Penitentiary. The contractor and any of the contractor's proposed individuals must meet the security requirement as stated in the Standing Offer Agreement.

#### CORCAN will provide:

- Selection of participants.
- Training facilities including classroom and screen/projector equipment.
- Sufficient space for practical applications including erecting scaffolding equipment. Lockable storage space for contractor's equipment required for the training will be provided for the duration of the training session if required.
- Provision of Personal Protective Equipment (PPE) as follows: Steel Toed Boots, Hard Hat, Safety Glasses and Gloves for selected participants.

#### 1.5 Location of work:

- a. The Contractor must perform the work at Saskatchewan Penitentiary, 15 Street West, Prince Albert, Saskatchewan.
- b. Travel
   There will be no additional travel costs

#### 1.6 Language of Work:

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

#### ANNEX B

# **PROPOSED BASIS OF PAYMENT**

### The following basis of payment will apply to any call-up issued against this Standing Offer.

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ \_\_\_\_\_. Customs duties are excluded and Applicable Taxes are extra.

# 1.0 Professional Services provided with a Firm Price:

For professional services requested by Canada, Canada will pay the Contractor the firm price set out in the Contract based on the firm, all-inclusive per diem rates set out in this Annex, GST/HST extra

Cost: \$\_\_\_\_\_

### 2.0 Rates

# For the Period from Standing Offer Award to March 31, 2016.

Resource Name	Firm Per Diem Rate: All inclusive price per participant
	\$

# 3.0 Options to Extend the Standing Offer Period:

Subject to the exercise of the option to extend the Standing Offer period in accordance with Article <<u>To Be Inserted at Contract Award></u> of the original Standing Offer, Options to Extend the Standing Offer, 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 any call-up issued as a result of the Standing Offer extension.

# For Option Period 1 – April 1, 2016 to March 31, 2017

Resource Name	Firm Per Diem Rate All inclusive price per participant
	\$

Resource Name	Firm Per Diem Rate All inclusive price per participant
	\$

# For Option Period 3 – April 1, 2018 to March 31, 2019

Resource Name	Firm Per Diem Rate All inclusive price per participant
	\$

### 4.0HST or GST

- (a) All prices and amounts of money in the Standing Offer 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 Standing Offer Award> is included in the total estimated cost shown on page 1 of this Standing Offer. 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 Offeror agrees to remit to Canada Revenue Agency (CRA) any amounts of GST or HST paid or due.

#### 5.0 Payment by Credit Card

Canada requests that Offerors complete one of the following:

(a) ( ) Government of Canada Acquisition Cards (credit cards) will be accepted for payment.

The following credit card(s) are accepted: Master Card: \_\_\_\_\_

(b) () Government of Canada Acquisition Cards (credit cards) will not be accepted for payment.

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

Acceptance of credit cards for payment will not be considered as an evaluation criteria.

# ANNEX C SECURITY REQUIREMENTS CHECK LIST

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TBS/SCT 350-103(2004/12)

Security Classification / Classification de securité

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11. c) Will the p occur at Les insta	roduction (manufac				ASSIFIED malerial or equipment I modification) de matériel PROTÉ(	SÉ No Yes
11. d) Will the s information	upplier be required i on or data? sseur sera-t-il tenu o	lo use its IT systems to	velòmos informativa en un	uce or store PR	L'INFORMATION (TI) OTECTED and/or CLASSIFIED ou stocker électroniquement des	No Yes Non Oui
Chaptober	be an electronic lini a-l-on d'un lien élec mentale?	k between the supplie tronique entre le systè	r's IT systems and the goven me informatique du fournissi	nment departme eur el celui du m	ent or agency? ninistère ou de l'agence	No Yes Non Oui
TBS/SCT 350	9-103(2004/12)	Γ	Security Classification / Cla	ssification de s	écurité	Canada

Gouvernement du Canada Government of Canada

	/ Numèro du contrat
52039 -14-	20899996
	/ Classification de sécurité

PART C - (continued)// PARTIEC - (cuite) For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises. Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions. Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

#### SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Categorie	PROTECT		CLASSIFIED CLASSIFIE			NATO						COMSEC				
NN	AUB	le	CONFIDENTIAL	SECRET	TOP	NATO RESTRICTED	NATO CONFIDENTIAL	NATO	COSMIC		PROTECTED			CONFIDENTIAL	SECRET	TCP SECRET
MLNIN	1	1	CONFIDENTIEL	SECHEI	TRES	NATO DIFFUSION RESTREINTE	NATO CONTRENTIEL		SECRET COSMIC TRES SECRET	A	в	c	CONFIDENTIEL		TRES SECRET	
nformation / Asser Renseignements / Diens Production	-	A	1							-	-					
T Media / Support TI		17								t						
IT Link / Link dectronique				1						1						
La description	the thir f		hy association	the ton		e de nature P	ROTEGEE el	Vou CLAS	SSIFIEE?					✓ Non		
Dans l'affirm « Classificat	ion de s	écur	lier le présen	t formula	ire on ine	diquant le ni	ea entitled "S veau de sécu	ecurity C irité dans	Classifical s la case i	tion" Intitu	lée					
Dans l'affirm « Classificat	ion de s	écur	lier le présen ité » au haut tached to this	t formula et au bas	du form	diquant le ni ulaire. CTED and/or	veau de socu	ritë dans	Classifical a la case i	tion" intitu	lée			✓ No Non		

TBS/SCT 350-103(2004/12)

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#### **ANNEX D EVALUATION CRITERIA**

#### 1.0 Technical Evaluation:

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

• Mandatory Technical Criteria

# It is <u>imperative</u> that the offer <u>address each of these criteria</u> to demonstrate that the requirements are met.

LISTING EXPERIENCE WITHOUT PROVIDING ANY SUBSTANTIATING DATA TO SUPPORT WHERE, WHEN 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 ongoing.
- 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
    - d. Email address if available.

#### 4. Response Format

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

Offerers 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.

When providing experience/projects start and end dates, Offerors must provide the **MONTH AND YEAR** of each assignment/project start and end date, such as to allow CSC to quantify the claimed experience and assess it against the requirement. Failure to provide this information in the offer will render the offer non-compliant.

### MANDATORY TECHNICAL CRITERIA –\_\_\_\_

#	Mandatory Technical Criteria	Offeror Response Description (include location in offer)	Met/Not Met
M1	The proposed service provider must submit proof of occupational qualifications/certificates to perform the services requested in the Statement of Work		
M2	The Contractor must provide a resumé of past experience in providing scaffolding training		
М3	The proposed service provider must have a minimum of 6 months experience as a qualified trainer providing scaffolding training. Provide month and year to support experience.		

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

The successful bidder will be determined using the following calculation to determine the lowest average price per participant:

# (Period of Standing Offer Award to March 31, 2016 + Option Period 1 + Option Period 2 + Option Period 3) $\div$ 4 = Average total per participant

In the case of a tie, the service provider with the most experience will be deemed the successful bidder.