



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

Ontario Region
Contracting & Materiel Services
Mailroom
443 Union Street
Kingston, ON
K7L 4Y8

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: Scalable Aerial Photographs | |
| Solicitation No. — N° de l'invitation 21401-16-2190062 | Date: 08 July 2015 |
| Client Reference No. — N° de Référence du Client | |
| GETS Reference No. — N° de Référence de SEAG | |
| Solicitation Closes — L'invitation prend fin at / à : 1400 hrs EST / 14 h00 HAE on / le : 09 September 2015 / 09 septembre 2015 | |
| F.O.B. — F.A.B. Destination: | |
| Address Enquiries to — Soumettre toutes questions à: Pauline Cook Regional Procurement & Contracting Officer Correctional Service Canada, Ontario Region P.O. Box 1174, 443 Union Street Kingston, ON K7L 2R8 Email: Pauline.Cook@csc-scc.gc.ca | |
| Telephone No. – N° de téléphone: 613-545-8300 | Fax No. – N° de télécopieur: 613-536-4571 |
| Destination of Goods, Services and Construction: Destination des biens, services et construction: Ontario Region, Technical Services | |
| 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>

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.

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

Delete: sixty (60) days
Insert: ninety (90) days

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 - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) business days before the bid closing date. Enquiries received after that time may not be answered.

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

4. Applicable Laws

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

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: | two (2) hard copies |
| Section II: | Financial Bid: | one (1) hard copy |
| Section III: | Certifications: | one (1) hard copy |

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

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

- i. use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- ii. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

2. Section I: Technical Bid

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

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

3. Section II: Financial Bid

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

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

3.1 Exchange Rate Fluctuation

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

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



4. Section III: Certifications

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



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

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

1.2 Financial Evaluation

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

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

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

2. Basis of Selection

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

3. 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 12 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 provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Certifications Precedent to Contract Award

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

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/eg/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eg/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

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 awarded to FPS, bidders must provide the information required below before contract award.

If the answer 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? **Yes** () **No** ()

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

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

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



1.3 Status and Availability of Resources

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

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

1.4 Workers Compensation Board and Safety Program:

The recommended bidder shall provide to the Contracting Authority, prior to Contract Award:

- a Workers Compensation Board letter of good standing, also listing covered Directors, Principals, Proprietor(s) or Partners who will be or who are anticipated to be present on the work site(s); and
- a Certificate of Recognition (COR) or Registered Safety Plan (RSP) acceptable to the Authority Having Jurisdiction (AHJ). A health and safety policy and program, as required by the respective provincial/territorial Occupational Health and Safety Act, will be acceptable in lieu of a COR or RSP. If none is required by law, a copy of a health and safety policy and program that has been sent to the AHJ for review will also be acceptable, provided that the recommended bidder or certifies that it has been sent to the AHJ.

The recommended bidder shall deliver all of the above documents to the Contracting Authority on or before the date stated (usually 3 to 5 days after notification) by the Contracting Authority. Failure to comply will result in a breach of promise, at which time the Contracting Authority will be free to approach the next lowest responsive bidder.

1.5 Education and Experience

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

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

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

NIL security screening required as there is no access to sensitive information or assets.

2. Statement of Work

The Work to be performed is detailed under Annex A of Part 6 - Resulting contract clauses.

3. Standard Clauses and Conditions

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

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

Manual issued by Public Works and Government Services Canada.

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

3.1 General Conditions

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

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

3.2 Supplemental General Conditions

4007 (2010–08-16) Canada to Own Intellectual Property Rights in the Foreground Information, apply to and form part of the Contract.

3.3 Replacement of Specific Individuals

If specific individuals 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.

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 required security clearance granted by Canada, if applicable.

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.



4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to 31 March 2016 inclusive

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Pauline Cook
Title: Regional Contracting Officer
Correctional Service Canada
Branch/Directorate: Contracting and Materiel Services, Ontario Region
Telephone: 613-545-8290
Facsimile: 613-536-4571
E-mail address: Pauline.Cook@csc-scc.gc.ca

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

5.2 Project Authority

The Project Authority for the Contract is:

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

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

5.3 Contractor's Representative

The Authorized Contractor's Representative is:

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

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

6. Payment



6.1 Basis of Payment - Firm Price – Services – Professional Services

SACC Manual Clause C0213C (2013-04-24) Firm Price – Services- Professional Fees

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ _____ (*insert amount at contract award*), in accordance with the Terms of Payment in Annex B attached hereto and forming part of this contract. Customs duties are included and Applicable Taxes are extra.

6.2 Limitation of Expenditure

SACC Manual clause **C6001C (2013-04-25) Limitation of Expenditure**

Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (*insert amount at contract award*). Customs duties are included and Applicable Taxes are extra.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
- b. four (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.3 SACC Manual Clauses

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

6.4 Method of Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. 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 performed has been accepted by Canada.

6.5 Travel and Living Expenses

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



7. Invoicing Instructions

7.1 The Contractor must submit 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.

7.2 Invoices must be distributed as follows:

The original invoice must be forwarded to the Project Authority as identified within the Contract.

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 Ontario, Canada.

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 Supplemental General Conditions **4007 (2010-08-16) Canada to Own Intellectual Property Rights in the Foreground Information;**
- (c) **2010B (2014-03-01) General Conditions - Professional Services (Medium Complexity);**
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Contractor's bid dated _____ (to be inserted at contract award).

11. Termination on Thirty Days Notice

Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.

In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

12. Insurance

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

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance



acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

13. 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.

14. Closure of Government Facilities

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.

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.

15. Compliance with CSC Policies

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.

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.

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



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.

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.

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.

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. Identification Protocol Responsibilities

The Contractor must ensure that the Contractor and each of its agents, representatives or subcontractors (referred to as Contractor Representatives for the purposes of this clause) comply with the following self-identification requirements:

During the performance of any Work at a Government of Canada site, the Contractor and each Contractor Representative must be clearly identified as such at all times;

During attendance at any meeting, the Contractor or Contractor Representatives must identify themselves as such to all meeting participants;

If the Contractor or a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as the Contractor or an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under the e-mail account Properties. This identification protocol must also be used in all other correspondence, communication, and documentation; and

If Canada determines that the Contractor is not complying with any of the obligations stated in this article, Canada will advise the Contractor and request that the Contractor implement, without delay, appropriate corrective measures to eliminate recurrence of the problem.

18. 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.

19. 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.

20. Privacy

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.

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.

21. Proactive Disclosure of Contracts with Former Public Servants

SACC Manual clause A302C (2013-03-21), 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.

22. Workers' Compensation

It is mandatory that every contractor contracted for work must have an account with the Provincial Worker's Compensation Board/ Commission, and coverage shall be extended to cover all employees.



ANNEX "A" - STATEMENT OF REQUIREMENT

Acquisition of Vertical Colour Aerial Photography of Correctional Service Canada Institutions in Ontario

Correctional Service Canada (CSC) wishes to acquire vertical colour aerial photography of all its Institutions (individual and complexes) in Ontario. The Institutions are:

- Collins Bay Institution Complex (formerly Collins Bay Institution and Frontenac Institution) in Kingston
- Joyceville Institution Complex (formerly Joyceville Institution and Pittsburgh Institution) in Kingston
- Bath Institution and Millhaven Institution in Loyalist Township
- Warkworth Institution in the Municipality of Brighton
- Beaver Creek Institution Complex (formerly Beaver Creek Institution and Fenbrook Institution) in Gravenhurst
- Grand Valley Institution in Kitchener

This request is to facilitate the production of high quality colour imagery enlargements of the sites and to be used to update the master site database for the Institutions. It may also be used to provide topographical information for design as may be required. The required products are to be produced from aerial colour imagery of the sites acquired at approximate scales of 1/12,500 (property) and 1/4500 (buildings) respectively. Sites identified above refers to the extent of the properties and are shown on the plans on the disc enclosed as part of this request.

For all Institutions, being Federal Correctional Facilities, **PRIOR** to over flight, permission must be obtained from the Warden. Site Contacts are the Chiefs of Facility Maintenance. Where the Site Contact is not available, contact the Assistant Warden Management Services (AWMS). A list of names and telephone numbers is included on the disc enclosed as part of this request.

Aerial Deliverables Required for each Institution/Complex:

1. Two (2) colour enlargements of the Site mounted on a 42" gator board with a 1" border, annotated with the Institution's name, date and scale of the original photography and nominal scale of the enlargement. As the extents of the properties vary, a square gator board will not be practical. In those cases, adjust the width of the board keeping the enlargements to scale with the height maintained at 42" +/-.
2. Two (2) enlargements similar to item one, but laminated on both sides and not mounted. One (1) of the enlargements is to have a clear overlay attached showing the details of the extents of the properties (coordinates, dimensions, ROWs and Allowances closed and open, and location and details of control point used). Other than the control points, this information is shown on the plans.



3. Four (4) copies of the Building Area, 2 mounted and 2 laminated on both sides. Other than at Warkworth and Grand Valley Institutions, isolate the building areas of the complex between the former Medium and Minimum Institutions and between Bath and Millhaven Institutions. When labeling the enlargements (using the same criteria as for Deliverable No. 1 above), the previous Collins Bay Institution is now “Collins Bay Medium/Maximum Unit”, Frontenac Institution is now “Collins Bay Minimum Unit”, Joyceville Institution is now “Joyceville Medium Unit” and Pittsburgh Institution is now “Joyceville Minimum Unit”.
4. Six (6) colour copies – 8 ½” X 11” of the buildings area labeled as per Deliverable No 3 above.
5. One (1) high resolution image file covering the site (10 cm pixel resolution or better).
6. One (1) set of Digital files for each enlargement in TIFF format.
7. Flight diagram and camera calibration report.
8. Brief project report identifying the equipment used, process, etc.

Each Site has a Survey Control Network (Horizontal and Vertical) identified on the attached boundary plans structured to CSC Specifications in AutoCAD Format. The database updates be required. The Site Services CAD files, together with the CSC Specifications, are on the disc enclosed as part of this request.

FINAL DELIVERABLES of the Mapping portion of this project to include:

1. The updated CSC CAD Files in AutoCAD Format.
2. Copies of all drawings etc., obtained from other agencies in the execution of this project.
3. Comprehensive Survey Report detailing all aspects of the project – difficulties encountered and how resolved, field notes, site photographs, copies of Survey Control used, list of all contacts made on behalf of the project, copies of all permits obtained – to be delivered on discs (one per Complex/Institution) labeled and dated.

NOTE:

A) Please be reminded that the Federal Government retains COPYRIGHT to any and all materials provided, obtained or produced as part of this work and unauthorized copies are NOT TO BE MADE of any items utilized during the execution of same.

B) All information supplied must be returned at the end of the project. No copies are to be retained.



C) CSC Ontario Regional Headquarters requires that you advise them 48 hours prior to the commencement of the each Complex/Institutional field work.

Should you require clarification of the requirements, please contact Chris Barkley, Regional Chief Facilities at (613) 536-4743.

A Briefing for all parties can be arranged at a mutually agreed time if requested.

| | | | Tel. # | Fax # |
|--|------------------|-----|----------|----------|
| MILLHAVEN Box 280 / BATH BOX 1500 5775 BATH RD HWY 33 BATH ON K0H 1G0 | | | | |
| AWMS- | | | 351- | |
| BI/MI | VICKI WILLIS | 613 | 8304 | 351-8136 |
| CFM-MI | LARRY LEEDER | 613 | 351-8208 | 351-8209 |
| CFM-BI | PAUL CYBULSKI | 613 | 351-8049 | 351-8139 |
| COLLINS BAY BOX 7500 / FRONTENAC BOX 190 1455 BATH RD KINGSTON ON K7L 4V9 | | | | |
| AWMS- | | | 545- | |
| FI/CBI | WAYNE BULLER | 613 | 6094 | 536-4648 |
| CFM-FI/CBI | TIM SLATER | 613 | 536-6276 | 530-3040 |
| FENBROOK / BEAVER CREEK 2000 BC DRIVE BOX 5000 GRAVENHURST ON P1P 1Y2 | | | | |
| AWMS-FMI/BCI | ANNETTE ALLEN | 705 | 687-1742 | 687-1896 |
| CFM-FMI/BCI | DAVID RAITHBY | 705 | 687-4003 | 684-4009 |
| A/CONSTR'N LIAISON | JANETTE SUTEY | 705 | 687-1668 | 684-4009 |
| JOYCEVILLE / PITTSBURGH BOX 4510 HWY 15 K7L 4X9 | | | | |
| AWMS-JI/PI | LORRIE ODDIE | 613 | 536-6410 | 536-4789 |
| CFM-JI/PI | DON GRAVES | 613 | 536-6573 | 536-6575 |
| WARKWORTH BOX 760 COUNTY RD 29 CAMPBELLFORD ON KOL 1L0 | | | | |
| AWMS | CINDY HERRINGTON | 705 | 924-8104 | 924-8098 |
| A/CFM | SCOTT MACPHERSON | 705 | 924-8170 | 924-3456 |
| GRAND VALLEY 1575 HOMER WATSON BLVD KITCHENER ON N2P 2C5 | | | | |
| AWMS | PAM GRAY | 519 | 895-8153 | 895-8214 |
| A/CFM | SCOTT MACPHERSON | 519 | 895-8113 | 895-8225 |



ANNEX B – Proposed Basis of Payment

1.0 Contract Period

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 will be paid an all inclusive firm price as set below in the performance of this Contract, HST is extra.

Bidders should use the following format when submitting their financial proposal:

| | |
|---|---------------------|
| Lump Sum Fee for Professional Services | \$ _____ CAD |
|---|---------------------|

- a) All prices are to be quoted GST/HST EXTRA.
- b) Payments will be made upon submission of Monthly invoices, based on the weekly and Monthly inspections. Invoices shall include detailing the dates of service, contract number. Total cost of invoice the level of effort expended during the billing period, in the resulting contract.
- c) Bidders submitting a price proposal other than the one requested, or Bidders submitting more than one price may be declared non-compliant for their financial proposal.
- d) The cost of this contract, excluding travel expenses, should not exceed \$ _____ (HST extra where applicable)
- e) Bidders are advised that a review of the proposed pricing may be required by Canada. Detailed supporting data may be requested by Canada to validate the rates & other charges proposed.

In case of an error in the extension of prices, the unit price will govern.

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

2.0 HST or GST

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



Annex C "Evaluation Criteria"

1.0 Technical Evaluation:

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

- Mandatory Technical Criteria

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

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

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

4. Response Format

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

Furthermore, Bidders are also advised that the month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

2.0 Evaluation Procedures:

Proposals will be evaluated in accordance with the Evaluation Procedures and Criteria identified herein for the total requirement of this Request for Proposal (RFP) and in conjunction with the accompanying Statement of Work, Annex A.

The evaluation team reserves the right but is not obliged to perform any of the following:

- a) Seek clarification or verify any or all information provided by the Bidder with respect to this RFP;
- b) Contact any or all of the references supplied and to interview, at the sole costs of the Bidder, the Bidder and/or any or all of the resources proposed by the Bidder to fulfill the requirement, on 48 hours notice, to verify and validate any information or data submitted by the Bidder.



1.1 Mandatory Technical Criteria

1.1.1 Bidder must complete and sign first page of RFP and submit with their proposal.

1.1.2 The must fully demonstrate compliance of the following:

| Table 1.1.2 | |
|---|--|
| | <p>DEMONSTRATED COMPLIANCE: Bidders should include, as a minimum, for each project submitted:</p> <ol style="list-style-type: none"> 1. a project description 2. the name of the client 3. the date of the project, 4. details about the work performed by the contractor on the project 5. reference(s). |
| 1.1.2.1 The bidder company must be licensed to do business in the Province of Ontario. | Met / Not Met |
| 1.1.2.2 The bidder must have a minimum of five (5) years experience in providing scalable aerial photographs in accordance with the Statement of Requirement herein. | Met / Not Met |
| 1.1.2.3 The bidder must provide proof of experience completing digital conversions of aerial photographs, analyzing comparisons and revising database information using Microsoft and AutoCad. | Met / Not Met |