



Correctional Service  
Canada

Service correctionnel  
Canada

**RETURN OFFERS TO :**  
Bid Receiving

Correctional Service of Canada  
**Material Resources Division**  
250 Montée St-François  
Laval (Quebec) H7C 1S5  
Telephone: 450-661-9550, ext. 3209-3214

**REQUEST FOR A STANDING OFFER**

Canada, as represented by the Minister of the Correctional Service of Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

**Comments :**

**« THIS DOCUMENT DOES NOT CONTAIN A SECURITY REQUIREMENT »**

**Vendor/Firm Name and Address:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone N° :

\_\_\_\_\_

Fax N° :

\_\_\_\_\_

Email : \_\_\_\_\_

GST # or SIN or Procurement Business N° (PBN):

\_\_\_\_\_

<b>Title :</b> Electrician services	
<b>Solicitation N°:</b> 21301-16-2190908	<b>Date:</b> July 31, 2015
<b>Client Reference N° :</b> 21301-16-2190908	
<b>GETS Reference N° :</b>	
<b>Solicitation Closes :</b> <b>at : 2:00 p.m. EDT</b> <b>on : September 4, 2015</b>	
<b>F.O.B. :</b> Plant :                      Destination:                      Other :	
<b>Address Enquiries to :</b>  <b>Martine Pilon</b> Contracting and Procurement Regional Officer martine.A.pilon@csc-scc.gc.ca	
<b>Telephone N°:</b> 450-661-9550, Ext.: 3299	<b>Fax N° :</b> 450-664-6615
<b>Destination of Services :</b> Multiple as per call-up.	
<b>Cowansville Institution</b> 400, Fordyce Cowansville (Québec) J2K 3N7	<b>La Macaza Institution</b> 321, Chemin de l'Aéroport La Macaza (Québec) J0T 1R0
<b>Security :</b> This request for a Standing Offer does not contain a security requirement.	
<b>Instructions: See Herein</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm :</b>	
_____	
Name	Title
_____	
Signature	Date
(Sign and return cover page with offer).	
Submitting an offer and being awarded the Standard Offer means that the Contractor has read all the instructions and conditions and that it agrees, <b>by duly signing above (mandatory)</b> , to comply with same.	



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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**

Correctional Service of Canada (CSC) requires for a Standing Offer Agreement to provide Electrician services. The work under this Standing Offer includes, but is not limited to: the materials, skilled labor, equipment and tools, required electrician and apprentice services (level 1).

More than one Standing Offer may be granted for the Electrician services. The Contractor may bid for one (1) institution or more depending on his ability to serve in the designated areas.

### **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. Site Security Requirement**

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



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## **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 [boa-opo@boa-opo.gc.ca](mailto: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](http://www.opo-boa.gc.ca).



## 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 [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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 (2014-09-25) 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.**

The following information shall be written on the bid envelope:

- Bid number
- Name of the Contracting and Procurement Regional Officer
- Closing Date

### 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 [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 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 [Contracting Policy 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 question(s) or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies 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 Quebec province.

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: **one (1) hard copy**

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 [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, 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
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### **Section I: Technical 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.

Offerors may bid for one (1) institution or more depending on his ability to serve in the designated areas.

#### **Section III: Certifications**

Offerors must submit the certifications required **under Part 5 – Certifications**.



## **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**

The Standing Offer will be awarded to the responsive bid with the total bid price will be the lowest. Please note that for the purposes of evaluation, the total bid price will be calculated by adding the fixed hourly rates for the duration of the Standing Offer.

More than one Standing Offer may be granted for the Electrician and apprentice electrician services. The Contractor may bid for one (1) institution or more depending on his ability to serve in the designated areas.

**The awarding of the Standing Offer is conditional on meeting the budget ceiling established for this contract.**



## **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.

#### **1.1 Federal Contractors Program for Employment Equity – Standing Offer Certification**

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

Canada will have the right to declare an offer non-responsive if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

#### **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**

There is no security requirement applicable to this Standing Offer.

NIL security screening required as there is no access to sensitive information or assets. Contractor personnel will be escorted in specific areas of the institution / site as and where required by Correctional Service of Canada personnel or those authorized by CSC to do so on its behalf.

Contractor personnel shall submit to a Canadian Police Information Centre (CPIC) verification of identity / information by CSC, and must adhere to institutional requirement for the conduct of searches prior to admittance to the institution / site. CSC reserves the right to deny access to any institution / site or part thereof of any Contractor personnel, at any time.

### **2. Insurance Requirements**

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offer or, if issued a Standing Offer as a result of the request for Standing Offer, can be insured in accordance with the Insurance Requirements specified in Annex C.

If the information is not provided in the offer, 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.



## **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. Site Security Requirement**

NIL security screening required as there is no access to sensitive information or assets. Contractor personnel will be escorted in specific areas of the institution / site as and where required by Correctional Service of Canada personnel or those authorized by CSC to do so on its behalf.

Contractor personnel shall submit to a Canadian Police Information Centre (CPIC) verification of identity / information by CSC, and must adhere to institutional requirement for the conduct of searches prior to admittance to the institution / site. CSC reserves the right to deny access to any institution / site or part thereof of any Contractor personnel, at any time.

#### **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 [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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 its Minister contained in full text or by reference in any term, condition or clause of this document must be interpreted as a reference to CSC or its Minister.

##### **3.1 General Conditions**

2005 (2014-09-25) 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 - Standing 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 from the award until September 30<sup>th</sup> 2016.

##### **4.2 Extension of Standing Offer**

The Offerer grants Correctional Services of Canada (CSC) the irrevocable option to extend the term of the Standing Offers by up to **two (2) additional one (1) year period** under the same conditions.



## 5. Authorities

### 5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: **Martine Pilon**  
Title: Contracting and Procurement Regional Officer  
Correctional Service of Canada  
Telephone: 450-661-9550 poste 3299  
Facsimile: 450-664-6626  
E-mail address: martine.A.pilon@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

*(To be completed at the Standing Offer award).*

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.

### 5.3 Offeror's Representative

*(To be completed at the Standing Offer award).*

The Project Authority for the Standing Offer is:

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

## 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; Cowansville and La Macaza Institutions.



## 8. Call-up Procedures

## 9. 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.

## 10. Limitation of Call-ups *(to be completed at the Standing Offer award)*

Individual call-ups against the Standing Offer must not exceed \_\_\_\_\_\$ (Applicable Taxes included).

## 11. Financial Limitation *(to be completed at the Standing Offer award)*

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \_\_\_\_\_ \$ (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 three (3) 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.

## 12. 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 2010C (2014-09-25), General Conditions – Services (medium complexity);
- e) Annex A – Statement of work;
- f) Annex B – Basis of payment proposed;
- g) Annex C – Insurance requirements;
- e) the Offeror's offer dated \_\_\_\_\_ *(to be completed at the Standing Offer award)*.

## 13. Certifications

### 13.1 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.



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#### **14. 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 Quebec province.





## B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up 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 [Standard Acquisition Clauses and Conditions](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) Manual issued by Public Works and Government Services Canada.

As this Contract is issued by Correctional Service 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

2010C (2014-09-25), General Conditions - Services (Medium Complexity), apply to and form part of the Contract.

**Subsection 27.4 of 2010C, General Conditions – Services (Medium Complexity), will not form part of the Contract. All other subsections of ‘2010C 27 Code of Conduct and Certifications – Contract’ will form part 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 Expenditure *(To be completed at the Standing Offer award)*

Canada's total liability to the Contractor under the Contract must not exceed \_\_\_\_\_ \$, and Applicable Taxes are excluded.

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.

#### **4.3 SACC Manual Clauses**

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

#### **4.4 Travel and Living Expenses**

There are no travel and living expenses associated with the Standing Offer, other than those included in Annex B – Cost Fixation.

#### **4.5 Direct deposit request**

All new suppliers have to sign up for Direct Deposit to receive their payment. All « **IFMMS Supplier Record Requests / Revisions** » CSC / SCC 1400-03 (R-2014-06) form, must be sent to [GEN-QUE307Fournisseurs@CSC-SCC.GC.CA](mailto:GEN-QUE307Fournisseurs@CSC-SCC.GC.CA)

### **5. Invoicing Instructions**

Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.

### **6. Insurance**

The Contractor must comply with the insurance requirements specified Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

### **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:

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).

The Contractor shall advise the Minister of any change in ownership control for the duration of the contract.



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.

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**

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.

## **9. Tuberculosis Testing**

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.

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

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

## **10. 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](http://www.csc-scc.gc.ca) or any other CSC web page designated for such purpose.

## **11. 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."

## **12. 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.

## **13. 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](mailto:boa-opo@boa.opo.gc.ca).

## **14. Contract Administration**

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

## **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.



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**ANNEX A - STATEMENT OF WORK**

*(See document attached PDF)*  
« **TECHNICAL SPECIFICATIONS**  
**ELECTRICIAN AND APPRENTICE ELECTRICIAN SERVICE** »



## **ANNEX B - BASIS OF PAYMENT PROPOSED**

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

### **1. 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 Standing offer based on the firm, all-inclusive hourly rates set out in this Annex, GST/HST extra.

### **2. Options to Extend the Standing Offer Period:**

Subject to the exercise of the option to extend the Standing Offer period in accordance with Article <To Be Inserted at Contract Award> of the original Standing Offer, Options to Extend the Standing Offer, the Contractor will be paid the firm all inclusive Hourly 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.



**TENDER SHEET**  
**Cowansville Institution**  
**Electrician and Apprentice Electrician Service**  
**Fixed Period: From the award date until September 30, 2016**

**UNIT PRICE SCHEDULE**

It's agreed between Canada and the Contractor that the following table is the "Standing Offer Unit Price Schedule." Prices must include among other things, mobilization, demobilization and cleaning, profits and administration: labor, transportation to and including fuel and all the elements mentioned in this tender to the Standing Offer. The Contractor may bid for one (1) institution or more depending on his ability to serve in the designated areas.

Item	Description	Unit of measurement	Unit price	Estimated quantity	Estimated price
<b>A. Electrician and Apprentice Electrician</b>					
A.1.1	Hourly rate for <b>one Journeyman</b> during normal working hours	Hr	\$ _____	1000 hrs	\$ _____
A.1.2	Hourly rate for <b>one Team (Journeyman and one apprentice Level 1)</b> during normal working hours	Hr	\$ _____	100 hrs	\$ _____
A.2.1	Hourly rate for <b>one Journeyman</b> outside normal working hours (Monday to Saturday)	Hr	\$ _____	20 hrs	\$ _____
A.2.2	Hourly rate for <b>one Level 1 apprentice</b> outside normal working hours (Monday to Saturday)	Hr	\$ _____	10 hrs	\$ _____
A.3.1	Hourly rate for <b>one Journeyman</b> outside normal working hours (Sundays and statutory holidays)	Hr	\$ _____	20 hrs	\$ _____
A.3.2	Hourly rate for <b>one Level 1 apprentice</b> outside normal working hours (Sundays and statutory holidays)	Hr	\$ _____	10 hrs	\$ _____
<b>B. Materials and pieces</b>					
B.1	Parts and materials at cost plus profit margin	%	_____ %	\$25 000	\$ _____

**Estimated total price**

*\*Estimated quantities are provided as a reference for bid evaluation purposes.*

\$ \_\_\_\_\_

More than one Standing Offer may be granted for the refrigeration mechanic services. The Contractor may bid for one (1) institution or more depending on his ability to serve in the designated areas.

**Hourly rates:**

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**Expenses:**

ONLY those expenses invoiced at the above bid rates shall be paid. Bid rates include EVERYTHING that is necessary to perform the work in accordance with expected services. This includes but is not limited to administration fees and expenses; profit; transportation of labour, equipment and materials; and any other necessary service delivery expenses.



**TENDER SHEET**  
**Cowansville Institution**  
**Electrician and Apprentice Electrician Service**  
**OPTION #1: October 1, 2016 to September 30, 2017**

**UNIT PRICE SCHEDULE**

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<b>Estimated total price</b>					\$ _____
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**TENDER SHEET**  
**Cowansville Institution**  
**Electrician and Apprentice Electrician Service**  
**OPTION #2: October 1, 2017 to September 30, 2018**

**UNIT PRICE SCHEDULE**

It's agreed between Canada and the Contractor that the following table is the "Standing Offer Unit Price Schedule." Prices must include among other things, mobilization, demobilization and cleaning, profits and administration: labor, transportation to and including fuel and all the elements mentioned in this tender to the Standing Offer. The Contractor may bid for one (1) institution or more depending on his ability to serve in the designated areas.

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**TENDER SHEET**  
**La Macaza Institution**  
**Electrician and Apprentice Electrician Service**  
**Fixed Period: From the award until September 30, 2016**

**UNIT PRICE SCHEDULE**

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<b>B. Materials and pieces</b>					
B.1	Parts and materials at cost plus profit margin	%	_____ %	\$5 000	\$ _____
<b>Estimated total price</b>					\$ _____
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**TENDER SHEET**  
**La Macaza Institution**  
**Electrician and Apprentice Electrician Service**  
**OPTION #1: October 1, 2016 to September 30, 2017**

**UNIT PRICE SCHEDULE**

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**TENDER SHEET**  
**La Macaza Institution**  
**Electrician and Apprentice Electrician Service**  
**OPTION #2: October 1, 2017 to September 30, 2018**

**UNIT PRICE SCHEDULE**

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Canada

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Canada

#### **4. HST or GST**

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.



## **ANNEX C - INSURANCE REQUIREMENTS**

The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

The Commercial General Liability Insurance must include the following: Additional insured.

Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the contract. The interest of Canada should read as follows: Canada, as represented by Correctional Service Canada.

Bodily injury and property damage to third parties arising out of the operations of the contractor.

Products and completed operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.

Personal injury: While not limited to, the coverage must include violation of privacy, libel and slander, false arrest, detention or imprisonment and defamation of character.

Cross liability/separation of insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each insured in the same manner and to the same extent as if a separate policy had been issued to each.

Blanket contractual liability: The policy must, on a blanket basis or by specific reference to the contract, extend to assumed liabilities with respect to contractual provisions.

Employees and, if applicable, volunteers must be included as additional insured.

Employer's liability (or confirmation that all employees are covered by workers' compensation (WSIB) or similar program).

Broad form property damage including completed operations: Expands the property damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.

Notice of cancellation: The insurer will endeavour to provide the contracting authority thirty (30) days written notice of policy cancellation.

If the policy is written on a claims-made basis, coverage must be in place for a period of at least twelve (12) months after the completion or termination of the contract.

Litigation rights: Pursuant to subsection 5 d) of the Department of Justice Act, S.C. 1993, c. J-2, s. 1, if a suit is instituted for or against Canada which the insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an additional named insured under the insurance policy, the insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.



Correctional Service      Service correctionnel  
Canada                      Canada

For the province of Quebec, send to:

Director

Business Law Directorate

Quebec Regional Office (Ottawa)

Department of Justice

284 Wellington Street, Room SAT-6042

Ottawa, Ontario, K1A 1H3

A copy of this letter must be sent to the contracting authority for information purposes. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.



## ANNEX D - EVALUATION CRITERIA

### 1.0 Technical Evaluation:

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

- Mandatory Technical Criteria

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

1.2 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.

1.3 All experience must be strictly work-related. Time spent during education and/or training will not be considered, unless otherwise indicated.

1.4 Experience must be demonstrated through a history of past projects, either completed or on-going.

1.5 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.

### 1.6 Response Format

- I. 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.
- II. Furthermore, 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.
- III. For any requirements that specify a particular time period (e.g., 2 years) of work experience, CSC will disregard any information about experience if the technical offer does not include the required month and year for the start date and end date of the experience claimed.





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- IV.    CSC will also only evaluate the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.

**MANDATORY TECHNICAL CRITERIA - ELECTRICIAN**

	<b>Mandatory Technical Criteria</b>	<b>Met/Not Met</b>
#1	The Offeror must provide proof that he is a member in good standing of the Corporation des maîtres électriciens du Québec (CMEQ) ( <i>Provide proof to the bid submission</i> ).	