

**RETURN OFFERS TO :**  
**RETOURNER LES OFFRES À :**  
 Bid Receiving - Réception des  
 soumissions:

Correctional Service Canada  
 Att : RHQ/Finance/Procurement/Bids  
 AR/Finance/Approvisionnement/Soumissions  
 1045 rue Main Street, 2<sup>nd</sup> Floor/Etage  
 Moncton, NB E1C 1H1

**REQUEST FOR A STANDING  
 OFFER**  
**DEMANDE D'OFFRE À  
 COMMANDES**

Regional Individual Standing Offer (RISO)  
 Offre à commandes individuelle régionale  
 (OCIR)

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

Le Canada, représenté par le ministre du Service  
 correctionnel Canada, autorise par la présente, une  
 offre à commandes au nom des utilisateurs  
 identifiés énumérés ci-après.

**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 :

\_\_\_\_\_

<b>Title — Sujet:</b> <b>Elevating Device Inspection and Maintenance</b>	
<b>Solicitation No. — N° de l'invitation</b> <b>21201-15-2157832</b>	<b>Date:</b> <b>November 16, 2015</b>
<b>Client Reference No. — N° de Référence du Client</b> <b>21201-15-2157832B</b>	
<b>GETS Reference No. — N° de Référence de SEAG</b> <b>PW-15-00708649</b>	
<b>Solicitation Closes — L'invitation prend fin</b> <b>at /à : 2 :00 p.m./14 :00</b> <b>On / Le : December 30, 2015/ 30 décembre 2015</b>	<b>Time Zone</b> <b>Fuseau horaire</b> <b>AST</b> <b>HNA</b>
<b>Delivery Required — Livraison exigée :</b> See herein – Voir aux présentes	
<b>F.O.B. — F.A.B.</b> Plant – Usine:                      Destination:                      Other-Autre:	
<b>Address Enquiries to — Soumettre toutes questions à:</b> <b>Andrea Nugent</b> <b>Regional Contract Officer</b> <b>Andrea.nugent@csc-scc.gc.ca</b>	
<b>Telephone No. – N° de téléphone:</b> <b>506-851-6977</b>	<b>Fax No. – N° de télécopieur:</b> <b>506-851-6327</b>
<b>Destination of Goods, Services and Construction:</b> <b>Destination des biens, services et construction:</b> Multiple as per call-up Multiples, selon la commande subséquente.	
<b>Security – Sécurité</b>  <b>This request for a Standing Offer does not include provisions for security.</b> <b>Cette Demande d'offre à commandes ne comprend pas de dispositions en matière de sécurité.</b>	
<b>Instructions: See Herein</b> <b>Instructions : Voir aux présentes</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>Nom et titre du signataire autorisé du fournisseur/de l'entrepreneur</b>	
_____	_____
<b>Name / Nom</b>	<b>Title / Titre</b>
_____	_____
<b>Signature</b>	<b>Date</b>
(Sign and return cover page with offer/ Signer et retourner la page de couverture avec l'offre)	

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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**

CSC is looking to award a maximum of six (6) Standing Offers for the provision of elevating device inspection and maintenance at the following locations:

- ✓ Atlantic Institution located in the town of Renous, New Brunswick.
- ✓ Dorchester Penitentiary located in Dorchester, New Brunswick.
- ✓ Springhill Institution located in Springhill, Nova Scotia
- ✓ Nova Institution located in Truro, Nova Scotia
- ✓ Parrtown CCC located in Saint John, New Brunswick
- ✓ Newfoundland CCC located in St-John's, Newfoundland.

The Contractor must regularly and systematically maintain all equipment at the frequency specified in the Equipment table.

The contractors must co-ordinate with and assist the enforcing/inspection authority in the performance of the inspection and testing of equipment when required.

The contractor must, upon arrival on site, submit a complete tools list. Any missing or lost tools must be reported to the Correctional Manager desk by the contractor or escort staff/commissionaire.

A permanent "Elevating Device Maintenance Log" or "Lift for the Disabled Log" of the inspection, testing and maintenance of each elevating devices must be maintained in accordance with the manufacturer's manual of operating and maintenance instructions.

The contractor must have certified technicians performing the work as per applicable provincial requirements. The technician must maintain their certification to work in our facilities.

The contractor must submit a service report signed by the Departmental Representative with an invoice.

The Identified User is Correctional Service Canada, Atlantic Region-Maintenance and Engineering/Technical Services

The period of the Standing Offer is from January 1, 2016 to December 31, 2016;

There is a Site security requirement associated with this requirement. For additional information, consult Part 7A - Standing Offer.

For services requirements, Offerors in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the Request for Standing Offer (RFSO).

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada Chile Free Trade Agreement (CCFTA), the Canada Peru Free Trade Agreement (CPFTA), the Canada Columbia Free Trade Agreement (CColFTA) and the Agreement on Internal Trade (AIT).

### **3. Revision of Departmental Name**

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

### **4. 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.

### **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>) 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 (2015-07-03) 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.**

**Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offer - Goods or Services - Competitive Requirements, is amended as follows:**

**Delete: sixty (60) days**

**Insert: one hundred and twenty (120) days**

### **2. Submission of Offers**

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

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

### **3. Former Public Servant**

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, offerors must provide the information required below before the issuance of a Standing Offer. If the answers to the questions and, as applicable, the information have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirements within the prescribed time frame will render the offer non-responsive.

#### Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the *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 questions or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

#### **5. Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in New Brunswick, Nova Scotia and Newfoundland.

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



## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **1. Offer Preparation Instructions**

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

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

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

Section III: Certifications: **one (1) hard copy**

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [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.

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

Offerors must submit the certifications required under Part 5.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. Evaluation Procedures**

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

## 1.1. Technical Evaluation

### 1.1.1 Mandatory Technical Criteria

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

## 1.2 Financial Evaluation

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

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

## 2. Basis of Selection

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

2.2 It is anticipated a maximum of six (6) standing offers will be recommended for use as a result of this solicitation. Bidders can bid on all, some or one of the following Sites. Bid submissions must clearly indicate which Sites are being bid on.

The lowest priced responsive bids will be recommended for issuance of standing offers, in accordance with the following:

### **Site 1 (Atlantic Institution, Renous, NB – allocated funds - \$265,000.00):**

If more than one responsive bid is received, we anticipate recommending the issuance of standing offers as per this ratio:

1) lowest priced responsive bid: 100% of the allocated funds.

### **Site 2 (Dorchester Penitentiary, Dorchester, NB – allocated funds - \$265,000.00)**

If more than one responsive bid is received, we anticipate recommending the issuance of standing offers as per this ratio:

1) lowest priced responsive bid: 100% of the allocated funds.

### **Site 3 (Springhill Institution, Springhill, NS – allocated funds - \$153,750.00)**

If more than one responsive bid is received, we anticipate recommending the issuance of standing offers as per this ratio:

1) lowest priced responsive bid: 100% of the allocated funds.

### **Site 4 (Nova Institution for Women, Truro, NS – allocated funds - \$153,750.00)**

If more than one responsive bid is received, we anticipate recommending the issuance of standing offers as per this ratio:

1) lowest priced responsive bid: 100% of the allocated funds.

### **Site 5 (Parrtown CCC, Saint John, NB – allocated funds - \$109,875.00)**

If more than one responsive bid is received, we anticipate recommending the issuance of standing offers as per this ratio:

- 1) lowest priced responsive bid: 100% of the allocated funds.

**Site 6 (St-John's CCC, St- John's, NL – allocated funds - \$109,875.00)**

If more than one responsive bid is received, we anticipate recommending the issuance of standing offers as per this ratio:

- 1) lowest priced responsive bid: 100% of the allocated funds.

**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 Required with the Offer**

Offerors must submit the following duly completed certifications with their offer.

**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\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website.

Canada will have the right to declare 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.

By submitting an offer, the Offeror certifies that, should it be awarded a standing offer as result of the request for a standing offer, every individual proposed in its offer will be

**1.2 Education and Experience**

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

**1.3 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 - INSURANCE REQUIREMENTS**

### **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 Offeror, 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 Part B- Resulting Contract Clauses, Section 6.

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**

2.1 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>) 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 (2015-09-03) 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 is from January 1, 2016 to December 31, 2016.

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

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional four (4) one (1) year periods, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

#### **5. Authorities**

##### **5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Andrea Nugent  
Title: Regional Contract Officer  
Correctional Service of Canada  
Branch or Directorate: Atlantic Region/RHQ Finance/Material Management  
Address: 1045 Main Street, 2<sup>nd</sup> Floor, Moncton, NB E1C 1H1  
Telephone: 506-851-6977  
Facsimile: 506-851-6327  
E-mail address: andrea.nugent@csc-scc.gc.ca

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

##### **5.2 Project Authority**

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

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

#### **6. Proactive Disclosure of Contracts with Former Public Servants**

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

## **7. Identified Users**

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

Correctional Service of Canada  
Atlantic Region.  
Engineering and Maintenance/Technical Services

## **8. Call-up Instrument**

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

## **9. Limitation of Call-ups**

Individual call-ups against the Standing Offer must not exceed \$5,000.00 (Applicable Taxes included).

## **10. Financial Limitation**

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the amounts indicated in Part 4, Section 2.2 above (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 four (4) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## **11. Priority of Documents**

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2015-09-03), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2015-09-03), Services (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) the Offeror's offer dated \_\_\_\_\_ (insert date of offer upon award)

## **12. Certifications**

### **12.1 Compliance**

Compliance with the certifications and related documentation provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Offeror in its

offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

### **13. Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in New Brunswick, Nova Scotia and Newfoundland.

## **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>) 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 (2015-09-03), General Conditions - Services (Medium Complexity), apply to and form part of the Contract.

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

### **3. Term of Contract**

#### **3.1 Period of the Contract**

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

### **4. Payment**

#### **4.1 Basis of Payment**

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

#### **4.2 Limitation of Price**

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

#### **4.3 Monthly Payment (2008-05-12)**

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.

#### **4.4 SACC Manual Clauses**

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

#### **4.5 Travel and Living Expenses**

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

#### **5. Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

#### **6. Insurance – Specific Requirements**

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

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

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



6.2 The Commercial General Liability policy must include the following:

- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
- b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. 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.

**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 0H8*

**For other provinces and territories, send to:**

*Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. 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.

## **7. Ownership Control**

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

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

## **8. Closure of Government Facilities**

- 8.1 Contractor personnel are employees of the Contractor and are paid by the Contractor on the basis of services rendered. Where the Contractor or the Contractor's employees are

providing services on government premises pursuant to this Contract and the said premises become non accessible due to evacuation or closure of government facilities, and consequently no Work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of closure.

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

## **9. Tuberculosis Testing**

- 9.1 It is a condition of this contract that the Contractor or any employees of the Contractor who require entry into a Correctional Service of Canada Institution to fulfill the conditions of the contract may, at the sole discretion of the Warden, be required to provide proof of and results of a recent tuberculin test for the purpose of determining their TB infection status.
- 9.2 Failure to provide proof of and results of a tuberculin test may result in the termination of the contract.
- 9.3 All costs related to such testing will be at the sole expense of the Contractor.

## **10. Compliance with CSC Policies**

- 10.1 The Contractor agrees that its officers, servants, agents and subcontractors will comply with all regulations and policies in force at the site where the work covered by this contract is to be performed.
- 10.2 Unless otherwise provided in the contract, the Contractor shall obtain all permits and hold all certificates and licenses required for the performance of the Work.
- 10.3 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**

- 11.1 In this section, "Public Entity" means the municipal, provincial or federal government body authorized to enforce any laws concerning health and labour applicable to the performance of the Work or any part thereof.
- 11.2 The Contractor shall comply with all laws concerning health and labour conditions applicable to the performance of the Work or part thereof and shall also require compliance of same by all its subcontractors when applicable.
- 11.3 The Contractor upon any request for information or inspection dealing with the Work by an authorized representative of a Public Entity shall forthwith notify the Project Authority or Her Majesty.
- 11.4 Evidence of compliance with laws applicable to the performance of the Work or part thereof by either the Contractor or its subcontractor shall be furnished by the Contractor to the Project Authority or Her Majesty at such time as the Project Authority or Her Majesty may reasonably request."

## **12. 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:

- 12.1 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;
- 12.2 During attendance at any meeting, the Contractor or Contractor Representatives must identify themselves as such to all meeting participants;
- 12.3 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
- 12.4 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 applicability 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 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. Privacy**

- 15.1 The Contractor acknowledges that Canada is bound by the Privacy Act, R.S.C. 1985, c. P-21, with respect to the protection of personal information as defined in that Act. The Contractor shall keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract, and shall not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract.
- 15.2 All such personal information is the property of Canada, and the Contractor shall have no right in or to that information. The Contractor shall deliver to Canada all such personal information in whatever form, including all copies, drafts, working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation

which have been made or obtained in relation to this Contract, upon the completion or termination of the Contract, or at such earlier time as the Minister may request. Upon delivery of the personal information to Canada, the Contractor shall have no right to retain that information in any form and shall ensure that no record of the personal information remains in the Contractor's possession.

**16. 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.