

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

CSC, Pacific Region Contracting and Procurement
PO Box 4500 Unit #100 -33991 Gladys Avenue
Abbotsford, BC V2S 2E8

REQUEST FOR A STANDING OFFER
DEMANDE D'OFFRE À COMMANDES

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

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 :

Title — Sujet: Self Contained Breathing Apparatus (SCBA) Testing Services	
Solicitation No. — N° de l'invitation 21801-16-0114	Date: 2016-09-09
Client Reference No. — N° de Référence du Client Various	
GETS Reference No. — N° de Référence de SEAG 21801-16-0114	
Solicitation Closes — L'invitation prend fin at /à : 14 :00 On / Le : November 1, 2016 1 novembre 2016	Time Zone - PDST Fuseau horaire Heure avancée du Pacifique
Delivery Required — Livraison exigée : See herein – Voir aux présentes	
F.O.B. — F.A.B. Plant – Usine: Destination: Other-Autre:	
Address Enquiries to — Soumettre toutes questions à: ella.tromp@csc-scc.gc.ca	
Telephone No. — N° de téléphone: 604-870-2521	Fax No. — N° de télécopieur: 604-870-2444
Destination of Goods, Services and Construction: Destination des biens, services et construction: Multiple as per call-up Multiples, selon la commande subséquente.	
Security – Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas de dispositions en matière de sécurité.	
Instructions: See Herein Instructions : Voir aux présentes	
Name and title of person authorized to sign on behalf of Vendor/Firm Nom et titre du signataire autorisé du fournisseur/de l'entrepreneur	

Name / Nom	Title / Titre

Signature	Date
(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 and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:

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

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

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

2. Summary

- (i) The Correctional Services Canada (CSC) has a requirement to establish a Regional Individual Standing Offer for Inspection of our self contained breathing apparatus' (SCBA) and components. The work of this Standing Offer comprises the furnishing of all labour, materials, and equipment for the inspection.

The identified users of this standing offer include all CSC Institutions located in the Pacific Region as identified in Appendix A.

The period for the standing offer is from the date of award for a three year period.

- (ii) "The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), the Canada Chile Free Trade Agreement (CCFTA), the Canada Peru Free Trade Agreement (CPFTA), the Canada Columbia Free Trade Agreement (CCoIFTA) and the Agreement on Internal Trade (AIT)."

3. Revision of Departmental Name

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

4. 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.

5. Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa-opo@boa-opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

PART 2 - 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 (2016-04-04) Standard Instructions - Request for Standing Offer - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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: ninety (90) 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 required 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 British Columbia.

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.

Offerors are requested to submit their Financial Offer in an envelope separate from their technical proposal.

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>). 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 and additional information 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 the mandatory requirement outlined in **Annex D – Evaluation Criteria**. Offers not meeting the mandatory criteria will be declared non-responsive and will be given no further consideration.

1.2 Financial Evaluation

1.2.1

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

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

2. Basis of Selection

2.1 Mandatory Technical Criteria Only

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless otherwise specified, 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 made knowingly or unknowingly 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 and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the Offer non-responsive result in the setting aside of the Standing Offer or constitute a default under the Contract.

1. Certifications Required with the Offer

Offerors must submit the following duly completed certification as part of their offer.

1.1 Integrity Provisions – Declaration of Convicted Offences

- A) Subject to subsection B, by submitting an offer in response to this request for standing offer (RFSO), the Offeror certifies that:
- i. it has read and understands the Ineligibility and Suspension Policy;
 - ii. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
 - iii. it is aware that Canada may request additional information, certifications, and validations from the Offeror or a third party for purposes of making a determination of ineligibility or suspension;
 - iv. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offenses in the Policy;
 - v. none of the domestic criminal offenses, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and proposed first tier subcontractors; and
 - vi. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
- B) Where an Offeror is unable to provide any of the certifications required by subsection A, it must submit with its offer the completed Integrity Declaration Form (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>). Offerors must submit this form to Correctional Service of Canada with their offer.

2. Certifications Precedent to the Issuance of a Standing Offer and Additional Information

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

2.1 Integrity provisions – List of Names

All bidders, regardless of their status under the Policy, must submit the following information when participating in a procurement process:

Offerors that are corporate entities, including those submitting an offer as a joint venture, must provide a complete list of names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;

Offerors submitting an offer as sole proprietorship, including sole proprietors submitting an offer as a joint venture, must provide the name of the owner(s);

Offerors that are a partnership do not need to provide list of names.

List of Names:

_____	_____
_____	_____
_____	_____
_____	_____

OR

The Offeror is a partnership

During the evaluation of offers, the Offeror must, within 10 working days, inform the Contracting Authority in writing of any changes affecting the list of names submitted with the offer.

2.2 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](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page)" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page) website [http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_pr ogram.page](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page)

Canada will have the right to declare an offer non-responsive or to set aside a Standing Offer 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 issuing of a Standing Offer or during the period of the Standing Offer.

2.3 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 required 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:

- e. an individual;
- f. an individual who has incorporated;
- g. a partnership made of former public servants; or
- h. 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:

- c. name of former public servant;
- d. 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:

- h. name of former public servant;
- i. conditions of the lump sum payment incentive;
- j. date of termination of employment;
- k. amount of lump sum payment;
- l. rate of pay on which lump sum payment is based;
- m. period of lump sum payment including start date, end date and number of weeks;
- n. 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.

2.4 Certification – Annex C Work done by MSA Trained Persons

Offeror will provide duly completed Annex C whereby the Offeror agrees that all work will be done by a **MSA Manufacture Trained Technician(s)**.

2.5 Workers Compensation Board of B.C (WCB)

Offeror will provide proof of current registration (Clearance Letter) with Worker's Compensation board of BC.

Offeror agrees that all work performed under this Standing offer shall be performed in full compliance with all safety procedures, guidelines and policies of the Occupational Health and Safety Regulations of WCB, and to comply with the local site security policies.

2.6 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 - 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 (2016-04-04) General Conditions - Standing Offers - Goods or Services, apply to and 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 for a three year term commencing from the start date identified on the Standing Offer.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Ella Tromp
Title: Contracting and Procurement Officer
Correctional Service of Canada
Branch or Directorate: Pacific Region
Address: 33991 Gladys Avenue
Abbotsford, BC V2S 2E8
Telephone: 604- 870- 2521
Facsimile: 604- 870- 2444
E-mail address: ella.tromp@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.

5.3 Offeror's Representative

Name: _____

Telephone #: _____

Email Address: _____

6. Proactive Disclosure of Contracts with Former Public Servants - A3025C (2014-06-26)

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.

7. Identified Users

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

Correctional Service of Canada
Pacific Region
Listed in Appendix A

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 **\$25,000.00** (Applicable Taxes included).

11. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$ ___ to be inserted at issuance ___ (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 two 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 (2016-04-04) General Conditions - Standing Offers - Goods or Services
- d) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;
- f) the Offeror's offer dated _____ (if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on _____" **OR** "as amended on _____").

13. Certifications and Additional Information

13.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO and of any resulting contract that would continue beyond the period of the SO.

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 British Columbia.

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

2.1 General Conditions

2010C (2016-04-04) General Conditions - Services (Medium Complexity), apply to and 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

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s), as specified in Annex B, Basis of Payment. Customs duties are included and Applicable Taxes are extra.

4.2 Limitation of Price

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

4.3 Single Payments

Canada will pay the Contractor upon completion and delivery of the Work 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 delivered 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

5.1 Invoicing Instructions – Single Payment

Canada will pay the Contractor upon completion and delivery of the Work 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 delivered has been accepted by Canada.

5.2 Invoice Submission

Invoice submission must be in accordance with the Invoice submission 2010C 10 (2013-03-21)

Contractor to individually invoice each identified user site making the call up.

Invoices must be consistent with the basis of payment detailing the following:

The identified user site;

The number of units tested; and

an individual line for each task identified in Annex B Basis of Payment

Invoices not submitted as per above instruction will not be processed for payment and will be returned to the contractor for correction.

6. Insurance – No Specific Requirements

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

7. Ownership Control

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

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

- (d) For the purposes of this clause, a non-resident entity is any individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other residing outside of Canada.

8. Closure of Government Facilities

- 8.1 Contractor personnel are employees of the Contractor and are paid by the Contractor on the basis of services rendered. Where the Contractor or the Contractor's employees are providing services on government premises pursuant to this Contract and the said premises become non accessible due to evacuation or closure of government facilities, and consequently no Work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of closure.
- 8.2 Contractors working at CSC sites should be aware that they may be faced with delay or refusal of entry to certain areas at certain times even if prior arrangements for access may have been made. Contractors are advised to call in advance of travel to ensure that planned access is still available.

9. Tuberculosis Testing

- 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 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 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.

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.

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. Information Guide for Contractors

Prior to the commencement of any work, the Contractor certifies that its employees, or employees of its subcontractors, working under contract for CSC will complete the applicable Module(s) and retain the signed checklist(s) from the CSC "Information Guide for Contractors" website: <http://www.csc-scc.gc.ca/publications/005007-6001-eng.shtml>

ANNEX A – Statement of Work/SCBA Flow Testing

The Correctional Service Canada has a requirement to have the Pacific Region MSA FireHawk M7 Self Contained Breathing Apparatus (SCBA) Units (273 SCBA Units) and approximately 100 SCBA Spare Masks) and three (3) MSA Premaire Escape Respirators annually flow tested as per the manufacturer's requirements (MSA).

The work will involve the following:

1.1 Background:

Annual Flow testing of MSA FireHawk M7 SCBA Units and MSA PremAire Escape Respirators is required as per the manufacturer's requirements.

1.2 Objectives:

Testing of all Pacific Region MSA FireHawk M7 SCBA Units and MSA Premaire Escape Respirators to ensure proper function and compliance with manufacturer's recommendation.

1.3 Tasks:

All work must be conducted by a qualified person as per the manufacturer's recommendation.

1.3.1 Contractor to provide Flow testing of all MSA FireHawk M7 SCBA Units to ensure proper function and compliance and the Contractor to provide Flow testing of all MSA Premaire Escape Respirators to ensure proper function and compliance.

i. Visual Inspection

Contractor must provide visual inspection of Facepiece, Backframe/Harness, Low Pressure Warning, Hoses, Power Module, HUD, Control Module, Analog and Digital Gauges and all other applicable components as per manufacturer requirements.

ii. Functional Tests

Contractor must provide functional tests of Facepiece (leak test), Exhalation Valve, Pressure Gauge (digital & analogue), Alarm Accuracy, Alarm Ring down, Static Facepiece Pressure, Static First Stage Pressure, First Stage Pressure Change, Bypass Test, High Pressure Leakage as per manufacturers requirements.

iii. HUD Test

Test Heads-up Display for accuracy at $\frac{1}{4}$, $\frac{1}{2}$, $\frac{3}{4}$ Pressure(s) as per manufacturer's requirements.

iv. Contractor to replace in each unit - O Rings – MSA part # 633553

v. The contractor will provide a Flow Test Result/Inspection Record Sheet for each SCBA and Escape Respirator tested.

a. The format of Flow Test Result/Inspection Record Sheet to be consistent with manufacturer's format.

b. The Flow Test Result/Inspection Record Sheet to be delivered to the specific CSC site where the SCBA/Escape Respirators are used.

Unit location numbers (approximate) listed in Appendix A

1.3.2 Contractor must provide and replace of four C (4) batteries and three (3) AAA batteries in each unit.

Inspect HUD Battery Cradle and replace with approved batteries.

Inspect Power Module Battery Cradle and replace with approved batteries.

1.3.3 Contractor must provide testing of all spare masks

1.3.4 Contractor must provide replacement parts and repair services as and when required for any unit(s) that is in need of replacement parts and repair services. Any parts or repairs over \$1000 in cost of materials and/or repair services (labour) must be approved by the Project Authority.

1.4 Deliverables:

- 1.4.1 The contractor must provide annual flow testing services for units as per Task 1.3.1 including O rings replacement and Flow Test Result/Inspection Record Sheet
- 1.4.2 Contractor must provide and replace batteries in each unit as per Task 1.3.2
- 1.4.3 Contractor must provide annual testing of Spares Masks at sites as per Task 1.3.4
- 1.4.4 Contractor must provide replacement parts and repair services as needed as per Task 1.3.4

1.5 Location of work: (See Appendix A for breakdown)

1.5.1. The Contractor must perform the work at:

- a. Matsqui Complex, Central Heat Plant,
33344 King Road,
Abbotsford, BC
V2S 4P3

- b. Kent and Mountain Institutions
4732 Cemetery Road,
Agassiz, BC
V0M 1A0

- c. Mission Medium Institution
8751 Stave Lake Street,
Mission, BC
V2V 4L8

1.5.2. Travel

No travel is anticipated for performance of the work under this contract.

1.6 Language of Work:

The contractor must perform all work in English.

APPENDIX A

Unit location numbers (approximate) as follows:

- a. Matsqui Complex :
 - Fraser Valley Institution 16 SCBA Units
 - Matsqui Institution 40 SCBA Units
 - Pacific Institution 37 SCBA Units
 - CSR Trailer (RHQ) 5 Units (MSA PremAire Escape Respirators)
 - CSR Trailer (RHQ) 3 SCBA Units (Spare Units)
 - Regional Staff College 38 SCBA Units (Units to be shuttled by Regional Fire Safety Officer or designate)

- b. Kent/Mountain Complex:
 - Kent Institution 74 SCBA Units
 - Mountain Institution 29 SCBA Units

- c. Mission Complex:
 - Mission Institution 31 SCBA Units

**ANNEX B
BASIS OF PAYMENT**

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

1.0 Contract Period

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to this Contract.

For the provision of services as described in Annex A - Statement of Work, the Contractor will be paid the all inclusive firm per diem rate(s) below in the performance of this Contract, HST or GST extra.

**Table 1 -Unit Price Table for SCBA and MSA Respirators
Task 1.3.1**

Site Name	Description	Estimated Number of Units	Unit Price	Number of years	Total
		(a)	(b)	(c)	(a*b)*c
MATSQUI COMPLEX					
Fraser Valley Institution	SCBA unit	16	\$ _____	3	\$ _____
Matsqui Institution	SCBA unit	40	\$ _____	3	\$ _____
Pacific Institution	SCBA unit	37	\$ _____	3	\$ _____
CSR Trailer (RHQ)	MSA PremAire Escape Respirators	5	\$ _____	3	\$ _____
CSR Trailer (RHQ)	SCBA unit	5	\$ _____	3	\$ _____
Regional Staff College	SCBA unit	36	\$ _____	3	\$ _____
Up to but not necessarily Additional Units	SCBA unit	5	\$ _____	3	\$ _____
AGASSIZ COMPLEX					
Kent Institution	SCBA unit	74	\$ _____	3	\$ _____
Mountain Institution	SCBA unit	29	\$ _____	3	\$ _____
Up to but not necessarily Additional Units	SCBA unit	5	\$ _____	3	\$ _____
MISSION COMPLEX					
Mission Medium Institution	SCBA unit	31	\$ _____	3	\$ _____
Up to but not necessarily Additional Units	SCBA unit	2	\$ _____	3	\$ _____
TOTAL:		285			\$ _____ GST extra

Standby time

Standby time is defined as the time the technician spends waiting for the SCBA units to be provided by the site(s). All chargeable time will be rounded to the nearest quarter hour.

Standby time will be charged to the Crown at the same labour rate as

Table 4 Labour price per hour \$_____.

**Table 2 - Unit Price Table for Batteries
Task 1.3.2**

Site Name	Description	Number of SCBA Units	Net Battery Price Per SCBA Unit	Number of years	Total (number of units x price per unit)
		(a)	(b)	(c)	(a*b)*c
All sites	Four (4) C Batteries for each SCBA unit	285 (273+12)	\$_____	3	\$_____
All sites	Three (3) AAA Batteries for each SCBA unit	285 (273+12)	\$_____	3	\$_____
TOTAL:					\$_____ GST extra

**Table 3 - Unit Price Table for Spare Masks
Task 1.3.3**

Site Name	Description	Estimated Number of SCBA Units - Up-to but not necessarily	Unit Price per spare mask testing	Number of years	Total (number of units x price per unit)
		(a)	(b)	(c)	(a*b)*c
All sites	Spare Mask Testing	100		3	\$_____
All sites	Three (3) AAA Batteries for each Spare Mask unit	100		3	\$_____
TOTAL:					\$_____ GST extra

**Table 4 – Pricing Table for Additional Parts (materials) and Labour
Task 1.3.4**

Labour and Parts	Estimated Number of Hours	Price per hour	Estimated Expenditure for parts Catalogue Price	Parts Discount percentage	Total
Labour	20	\$ _____			\$ _____
Parts		\$10,000.00		____%	\$10,000.00
TOTAL:				\$ _____	GST extra

Material and Replacement Parts

Actual list price of materials may be required to be supported by catalogue.

Total Labour to be an extension of 20 multiplied by price per hour
 Total Parts to be an extension of X (Catalogue List Price) – Y (discount %) = \$10,000.00
 \$10,000.00 is the net maximum (limitation of expenditures)
 \$10,000.00 / ____% = Catalogue List Price Total
 Major Parts must be approved by Project Authority prior to the work.

Pricing Table Summary

Description	Description	Total
Pricing Table 1	Unit Price Table for SCBA and MSA Respirators	\$ _____
Pricing Table 2	Unit Price Table for Batteries	\$ _____
Pricing Table 3	Unit Price Table for Spare Masks	\$ _____
TOTAL ESTIMATE PRICE:		\$ _____ GST extra

Description	Description	Total
Pricing Table 4	Pricing Table for Additional Parts and Labour (Max \$10,000.00 * 3 years)	\$30,000.00
TOTAL LIMITATION OF EXPENDITURE:		\$30,000.00 GST extra

SUMMARY TOTAL ESTIMATED CONTRACT PRICE

	Description	Total
	TOTAL ESTIMATE PRICE:	\$ _____
	TOTAL LIMITATION OF EXPENDITURE:	\$30,000.00
TOTAL		\$ _____ GST extra

2.0 Applicable Taxes

- (a) All prices and amounts of money in the Standing Offer are exclusive of Applicable Taxes, unless otherwise indicated. Applicable Taxes are extra to the price herein and will be paid by Canada.
- (b) The estimated Applicable Taxes of \$<To Be Inserted at Standing Offer Award> are included in the total estimated cost shown on page 1 of this Standing Offer. The estimated Applicable Taxes will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which taxes do not apply, are to be identified as such on all invoices. The Offeror agrees to remit to Canada Revenue Agency (CRA) any amounts of Applicable Taxes or due.

ANNEX C
MSA MANUFACTURER CERTIFICATION

Offeror certification that all the work under this standing offer will be done by a:
MSA Manufacture Trained technician(s).

I, the Offeror, by submitting the present information to the Standing Offer Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a offer non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with such request by Canada will also render the offer non-responsive or will constitute a default under the contract.

Offeror Representative Signature: _____
Date: _____

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 the criteria to demonstrate that the requirement is met.

1.2 Response Format

- I. In order to facilitate evaluation of offers, it is recommended that Offerors' offers address the mandatory criteria in the Evaluation Criteria and using the numbering outlined.

MANDATORY TECHNICAL CRITERIA – _____

#	Mandatory Technical Criteria	Offeror's Response	Met/Not Met
M1	Offeror is required to provide proof of training by the MSA Manufacturer for each of the Technicians the Offeror anticipates doing the work. (Continued compliance of the manufacturer's training requirement is a condition of this Standing Offer as per Annex C)		