## RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

Bid Receiving - Réception des soumissions:

Attn: Melanie Perrin

Correctional Service of Canada Contracting and Materiel Services

3427 Faithfull Avenue Saskatoon SK S7K 8H6 RE: 53200-17-2526857

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

### **Proposal to: Correctional Service Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out thereof.

### Proposition à: Service Correctionnel du Canada

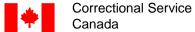
Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

### **Comments — Commentaires :**

"THIS DOCUMENT DOES NOT CONTAIN A SECURITY REQUIREMENT" «LE PRÉSENT DOCUMENT NE COMPORTE AUCUNE EXIGENCE RELATIVE À LA SÉCURITÉ. »

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 # — $N^{\circ}$ de TPS ou NAS ou $N^{\circ}$ d'entreprise :

Title — Sujet: Boiler Maintenance Services				
Solicitation No. — Nº. de l'invitation	Date: March 8 , 2017			
53200-17-2526857				
Client Reference No. — Nº. de R	éférence du Client			
53200-17-2526857				
GETS Reference No. — Nº. de R	éférence de SEAG			
Solicitation Closes — L'invitation	n prend fin			
at /à : 14 :00 CST				
on / le: April 18, 2017				
F.O.B. — F.A.B. Plant – Usine: Destination: Grande Cache Institution	Other-Autre:			
Address Enquiries to — Soumett Melanie Perrin 501Contracts@csc-scc.gc.ca	re toutes questions à:			
Telephone No. – Nº de téléphone:	Fax No. – Nº de télécopieur:			
306-659-9253 306-659-9317 Destination of Goods, Services and Construction: Destination des biens, services et construction:				
Grande Cache Institution, Grande G	Cache, AB			
Instructions: See Herein Instructions: Voir aux présentes				
Delivery Required — Livraison exigée : See herein	Delivery Offered – Livrasion proposée : Voir aux présentes			
Name and title of person authorized Nom et titre du signataire autorisé d				
Name / Nom	Title / Titre			
	_			
Signature	Date			
(Sign and return cover page with bid proposal / Signer et retourner la page de couverture avec la proposition)				



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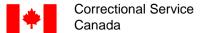
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### **PART 1 - GENERAL INFORMATION**

### 1. Statement of Work

The Work to be performed is detailed under Article 2 of the resulting contract clauses.

### 2. Revision of Departmental Name

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

### 3. Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### 4. Trade Agreements

The requirement is subject to the provisions of the (select as applicable) World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

#### 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 <a href="mailto:boa-opo@boa-opo.gc.ca">boa-opo.gc.ca</a>. You can also obtain more information on the OPO services available to you at their website at <a href="https://www.opo-boa.gc.ca">www.opo-boa.gc.ca</a>.

### **PART 2 - BIDDER INSTRUCTIONS**

### 1. Standard Instructions, Clauses and Conditions

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

#### 2. Submission of Bids

Bids must be submitted only to Correctional Service of Canada (CSC) by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile or email to CSC will not be accepted.

#### 3. Former Public Servants

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

#### **Definitions**

For the purposes of this clause, "former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum

payment period does not include the period of severance pay, which is measured in a like manner.

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

### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

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

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

### Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

### 4. Enquiries - Bid Solicitation

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

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

### 5. Applicable Laws

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

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

### **PART 3 - BID PREPARATION INSTRUCTIONS**

#### 1. Bid Preparation Instructions

CSC requests that bidders provide their bid in separately bound sections as follows:

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

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

Section III: Certifications: one (1) hard copy

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

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

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

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

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

- use 8.5 x 11 inch (206 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- ii. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duo tangs or binders.

### 2. Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the work.

#### 3. Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment detailed in Annex B - Proposed Basis of Payment. The total amount of Applicable Taxes must be shown separately.

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

### 3.1 Exchange Rate Fluctuation

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

4. Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

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

#### 1. Evaluation Procedures

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

### 1.1 Technical Evaluation

#### 1.1.1 Mandatory Technical Criteria

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

### 1.2 Financial Evaluation

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price - Bid

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

#### 2. Basis of Selection

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

### 3. Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in article 12 of PART 6 – RESULTING CONTRACT CLAUSES.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

### PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidders' certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

### 1. Certification Required with the Bid

Bidders must submit the following duly completed certification as part of their bid.

### 1.1 Integrity Provisions – Declaration of Convicted Offenses

- A) Subject to subsection B, by submitting a bid in response to this bid solicitation, the Bidder 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 Bidder 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 a Bidder is unable to provide any of the certifications required by subsection A, it must submit with its bid the completed Integrity Declaration Form (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html). Bidders must submit this form to Correctional Service of Canada with their bid.

### 2. Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

### 2.1 Integrity Provisions – Required documentation

**List of names**: all Bidders, regardless of their status under the Ineligibility and Suspension Policy, must submit the following information:

- Bidders that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- ii. Bidders bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- iii. Bidders that are a partnership do not need to provide a list of names.

List of Names:		
	_	
	-	
	-	
OR	_	
☐ The Bidder is a partnership		
During the evaluation of bids, the Bidder must, v	vithin 1	0 working days, inform the Contracting

# Authority in writing of any changes affecting the list of names submitted with the bid. 2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (http://www.esdc.gc.ca/en/jobs/workplace/human\_rights/employment\_equity/federal\_cont ractor program.page?& ga = 1.229006812.1158694905.1413548969).

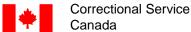
Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid " list at the time of contract award.

### 2.3 Language Requirements - English

By submitting a bid, the Bidder certifies that, should it be awarded a contract as result of the bid solicitation, every individual proposed in its bid will be fluent in English. The individual(s) proposed must be able to communicate orally and in writing in English without any assistance and with minimal errors.

### 2.4 Certification:

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.



### **PART 6 - RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

#### 1. **Site Security Requirement**

NIL security screening is 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 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 requirements 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 by any Contractor personnel, at any time.

#### 2. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

#### **Standard Clauses and Conditions** 3.

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-andquidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

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

### 3.1 General Conditions

2010B (2016-04-04), General Conditions - Professional Services (Medium Complexity), apply to and form part of the Contract.

#### **Term of Contract**

### 4.1 Period of the Contract

The Work is to be performed during the period of July 1, 2017 to March 31, 2020.

### 5. Authorities

### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Melanie Perrin Contracting and Materiel Services Correctional Service of Canada 3427 Faithfull Avenue Saskatoon SK. S7K 8H6

Email: 501Contracts@csc-scc.gc.ca

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

### [Fill in at contract award only.]

### 5.2 Project Authority

The Project Authority for the Contract is:

Name: (XXX) Title: (XXX)

Correctional Service Canada Branch/Directorate: (XXX)

Telephone: (XXX)
Facsimile: (XXX)
E-mail address: (XXX)

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

### [Fill in at contract award only.]

### 5.3 Contractor's Representative

The Authorized Contractor's Representative is:

Name: Title: Company: Address:			
Telephone: Facsimile: E-mail address:	<del>-</del>		

## Service correctionnel

### 6. Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$\_\_\_\_\_ ( insert the amount at contract award). Customs duties are excluded and Applicable Taxes are extra.

### 6.1 Basis of Payment

### 6.2 Limitation of Expenditure

- Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_\_.
   Customs duties are excluded and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- 3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

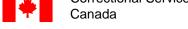
### 6.3 Terms of Payment - Multiple Payments - SACC H1001C (2008-05-12)

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

- an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

### 6.4 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



### 6.5 Travel and Living Expenses

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

### 7. Invoicing Instructions

- 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:
  - One (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract.

### 8. Certifications and Additional Information

### 8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

#### 9. **Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta.

### 10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the General Conditions 2010B (2016-04-04),
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated (to be inserted at contract award)

#### 11. Termination on Thirty Days Notice

- 11.1 Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.
- 11.2 In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

### 12. Insurance - 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.

### 12.1 Commercial General Liability Insurance

- 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.
- 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.
  - 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)
- 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.
- 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. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- n. Litigation Rights: Pursuant to subsection 5(d) of the <u>Department of Justice</u> <u>Act</u>, 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 codefend 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.

### 13. Ownership Control

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

- (a) The Contractor warrants that it is not under ownership control of any non-resident entity (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.

#### 14. Closure of Government Facilities

- 14.1 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.
- 14.2 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.

#### 15. Tuberculosis Testing

- 15.1 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.
- 15.2 Failure to provide proof of and results of a tuberculin test may result in the termination of the contract.
- 15.3 All costs related to such testing will be at the sole expense of the Contractor.

### 16. Compliance with CSC Policies

- 16.1 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.
- 16.2 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.
- 16.3 Details on existing CSC policies can be found at: www.csc-scc.gc.ca or any other CSC web page designated for such purpose.

#### 17. Health and Labour Conditions

- 17.1 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.
- 17.2 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.
- 17.3 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.
- 17.4 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."

### 18. 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:

- 18.1 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;
- 18.2 During attendance at any meeting, the Contractor or Contractor Representatives must identify themselves as such to all meeting participants;
- 18.3 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
- 18.4 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.

### 19. 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 <a href="mailto:boa-opo@boa-opo.gc.ca">boa-opo@boa-opo.gc.ca</a>.

### 20. Contract Administration

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

### 21. Privacy

- 21.1 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.
- 21.2 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.

### 22. 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 <u>Public Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

### 23. 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: www.bit.do/CSC-EN.

#### ANNEX A - Statement of Work

The Correctional Service Canada has a requirement to hire a certified contractor for a period of three years, to maintain and repair the institutional boilers and associated systems on as/when needed basis.

### 1.1 Background

Correctional Service of Canada (CSC), Grande Cache Institution is a fenced Federal medium male security institution, operating since 1995. It is located in the community of Grande Cache, Alberta, approximately 143 kilometers northwest of Hinton and 183 kilometers south of Grande Prairie.

### 1.2 Objectives:

The Contractor must carry out a total preventative maintenance check, and/or repair on 3 glycol heating boilers, 2 domestic hot water heating boilers (60 and 82 degree C, that have heat exchangers and their own expansion tanks), 3 domestic hot water heating storage tanks, 2 glycol heating expansion tanks, 1 chilled water expansion tank, 1 glycol fill tank, as outlined in "Appendix A" in accordance with the tasks outlined below, manufacturer's maintenance checks, as per ABSA BPVC-V1-2004 section V1-recommended rules for the care and operation of heating boilers, Safety Codes Act, boilers and pressure vessels regulations and ABSA's Boiler Inspector, once per year in the month of July or August for the period of the contract. Combustion analysis to be completed in the heating season (i.e. November or December).

#### 1.3 Tasks:

#### Maintenance Schedule:

- In all odd numbered years, such as 2017, the contractor shall do an internal boiler clean and maintenance on boilers #1, #3, #4 and domestic hot water heating storage tank #2. Alberta Boiler Safety Association's (ABSA) boiler inspector will do the inspection. External maintenance and inspections will be done on boilers #2, #5 and domestic hot water heating storage tanks #1 and #3. The Boiler Inspector will then do the external inspection on these pressure vessels.
- In all even numbered years, such as 2018, the contractor shall do an internal boiler clean and maintenance on boilers #2, #5, domestic hot water heating storage tanks #1 and #3. ABSA's boiler inspector will do the inspection. External maintenance and inspections will be done on boilers #1, #3, #4 and domestic hot water heating storage tank #2. The Boiler Inspector will then do the external inspection on these pressure vessels.
- The following auxiliary equipment which is also to be inspected and/or repaired as per ABSA Inspectors instructions: Five glycol expansion tanks one glycol fill tank.
- Internal inspection of hot water heating storage tanks will include repair of tank lining and anode replacement as per ABSA inspector's instructions.
- Combustion analysis on all five boilers and flues which includes visual checks of flues.
   Contractor will be required to provide print out of combustion and flue gas analysis at low fire,
   25%, 50%, 75%, 100% and hysterious. Emission and temperature testing should include: O2%,
   CO PPM, efficiency %, X air %, CO2%, CO/CO2 R, Pi, NO PPM, N02, NOX PPM, NETT
   Degrees F, Flue Degrees F, Ambient Degrees F.
- Contractor shall prove supporting documentation that emission testing equipment utilized in this
  contract is in good working order and has been serviced, tested and calibrated to certified test-

gas within eight weeks of scheduled visit to site. Supporting documentation shall include calibration certificates for each piece of test equipment and it shall be presented to CSC representative prior to commencing any testing.

- Contractor shall provide supporting documentation that the individual carrying out the testing is
  qualified, experienced and licensed to be able to work with this specialty equipment, carry out the
  required testing and is able to interpret the results and follow through with the required
  combustion re-adjustments.
- Safety valves shall be repaired and replaced on boilers with internal inspections as per ABSA
  Inspectors instructions. These valves will be shipped to contractor to have the valves re-certified
  prior to scheduled visit. Safety valves will be replaced/installed at time of scheduled visit.
- Check and test all boiler safety devices as per ABSA regulations on all five boilers. i.e. low water cut-offs.
- All major items to be replaced with new components must be approved by CSC's representative
  and ABSA's Boiler Inspector. The Contractor shall provide replacement parts (except free issue)
  at laid down cost price plus quoted mark-up. Goods and Services Tax to be shown as a separate
  item.
- The Contractor shall provide a qualified technician(s) for twenty-four (24) hour emergency call-out and service, including weekends and statutory holidays. When requested by the GCI Project Authority, emergency response times by a qualified technician shall be:
  - Emergency phone response required within one (1) hour. Initial contact will be via telephone. If the issue cannot be resolve via phone, then a service call-out will be required.
  - o Emergency onsite call-outs required within twenty-four (24) hours.
  - The Contractor will be given first option to respond within the above time allotments. If Contractor is unable to respond within the required time frames, the Grande Cache Institution (Prairies) reserves the right to obtain services from another supplier.

#### 1.4 Deliverables:

For all services performed, the Contractor's representative/technician shall have numbered work orders signed by the Project Authority or designate indicating that the work has been completed, and a copy is to be left with the Project Authority. The work order must outline the equipment serviced, the type of services performed and the total time of services for each piece.

If applicable, Contractor's representative must also include a comprehensive report outlining work completed and advising of any equipment that is ending its useful life service and is due to be replaced.

#### 1.5 Constraints

The Contractor shall note that the environment in which CSC conducts its operations to meet its mandate may change quite rapidly, depending on legislative or policy changes or incidents related to correctional operations. The CSC PA may request that the Contractor modify the deliverables to be produced under the contract, in response to these changes.

The contractor is responsible for ensuring that all person employed by him directly or indirectly on the work project are familiar with Corrections and Conditional Release Act Section 45, which in part provides that every person commits a summary conviction offense whom:

- -Is in possession of contraband beyond the visitors control point in a Penitentiary.
- -Is in possession of contraband of anything referred to in sections (2b, d, f, g), (3), (4), (5) and (7c,d) of the definition of "contraband" in Section 2 before the visitors control point at a Penitentiary;

-Delivers or attempt to deliver contraband to, or receives or attempt to receive contraband from an inmate; Without prior authorization, delivers jewellery to, or receives jewellery from an inmate. Contraband means:

- (a) An intoxicant
- (b) A weapon or component thereof, ammunition for a weapon and anything designed to kill, injure or disable a person or that is altered so as to be capable of killing, injuring or disabling a person, when possessed without prior authorization
- (c) An explosive or a bomb component thereof
- (d) Currency over any applicable prescribed limit, when possessed without prior authorization, and
- (e) Any item not described in paragraph (a) to (d) that could jeopardize the security of a Penitentiary or the safety of person, when that item is possessed without prior authorization, for example:
  - a. Letters
  - b. Knives
  - c. Money
  - d. Drugs
  - e. Articles of clothing
  - f. Cigarettes received from an inmate.

A Staff member may conduct routine non-intrusive or routine first search of visitors without individualized suspicion, in the prescribed circumstances, which circumstance must be limited to what is reasonably required for security purposes.

All vehicles are to be locked and secured, vehicle tool boxes locked and no loose or removable parts are to be accessible for removal.

All contractor vehicles are to be parked in the identified main parking lot, in unreserved stalls unless a request is submitted and authorized by the Institutional Head

Due to operational requirements, the institutional routine and all planned operations may be subject to change without notice. These situations will be dealt with on a case-by-case basis and work will be rescheduled accordingly in consultation with the AWMS and the Project Authority

No electronics i.e. cell phones, cameras, laptops etc. are allowed inside the secure perimeter unless requested and approved by the Institutional Head.

All Contractor employees onsite are responsible for the safe control of tools.

The Contractor shall be required to submit a list of all tools brought into the Institution, which shall be checked and verified at the completion of each day's work.

No tools shall be allowed to enter the institution unless they have been added to the list. A copy of the list supplied to the Officer working in either at the Principal Entrance or Sally Port. Powder cartridge driven tools, such as "Hilti" etc. shall not be brought into the institution without prior approval. The number of cartridges shall be counted and recorded and accounted for when the equipment is taken out of the Institution, i.e. the number of live and expended cartridges shall be counted and must coincide with the number of cartridges brought in.

All Contractors tools and equipment, when not in use, shall be kept secured in a location prearranged by the Project Authority at the end of each working day prior to their departure from the site.

A copy of the tool list is to be kept with the contract personnel at all times and may be subject to random checks that all tools are accounted for.

Any loss/misplacement of tools must be reported to the Institutional Head and/or their representatives.

Contractors are not normally permitted to use institutional tools or equipment. If the contractor hires inmates, then the contractor shall supply tools needed by the inmate. All tools are required to have a permanent identification mark (engraving or stamped) paint, felt markers is not acceptable. Failure may cause tools to be confiscated if found within the confines of the institution.

### 1.5 Security:

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

The Contractor, its officers, servants, agents and sub-contractors are responsible to immediately report to CSC security personnel and any information about or observations of inmate conduct that could jeopardize anyone's safety or the security of the institution.

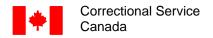
It is recommended that contractors have no additional dealings with inmate outside the scope of work, unless absolutely necessary, this is for the protections of both parties concerned. The only exception will be inmates who are lawfully employed by the contractor and this expectation only extends to work related matters.

#### 1.6 Location of work:

- a. The Contractor must perform the work at:
   Grande Cache Institution
   1 Mile South Hoppe Ave
   Grande Cache, AB
   T0E 0Y0
- Travel
   No travel is anticipated for performance of the work under this contract.

### 1.7 Language of Work:

The contractor must perform all work in English. All reports and/or documentation must be presented to the Project Authority in English.



## Table "A" EQUIPMENT LIST

Make	Model	Serial Number	A Number	Description/Notes
Unilux Water	1000W	1025	119973	Boiler One
Tube Glycol				
Heating				
Unilux Water	1000W	1027	119974	Boiler Two
Tube Glycol				
Heating				
Unilux Water	1000W	1026	119975	Boiler Three
Tube Glycol				
Heating				
Unilux Water	800WG	946	119976	Boiler Four
Tube Domestic				Heat exchanger
Hot Water 60				and expansion tank
Degrees C				·
Heating				
Unilux Water	800WG	947	119977	Boiler Five
Tube Domestic				Heat exchanger
Hot Water 82				and expansion tank
Degrees C				·
Heating				
Glycol			483429	On mezzanine
Expansion Tank				
Glycol			119983	On mezzanine
Expansion Tank				
#4				
Glycol Chilled			119982	On mezzanine
Water				
Expansion Tank				
#6				
Glycol Fill Tank			224012	
11.4.4.00	D !! D !!!	040470 400514475	440070	T 10
Hotwater 60	Darling Duro Ltd.	840172.12GFH1175	119978	Tank One
Degrees	Canada			
Heating				
StorageTank #1	Dell's Desire	040470 440514474	440070	T. J. T.
Hotwater 60	Darling Duro Ltd.	840172.11GFH1174	119979	Tank Two
Degrees	Canada			
Heating				
Storage Tank				
#2	Danling Dona I tal	040470 0400514470	440000	Taul. Thus
Hotwater 82	Darling Duro Ltd.	840172.013GFH1176	119980	Tank Three
Degrees	Canada			
Heating Storage				
Tank #3	11)/4.46			
Fireye	UV1A6			
Ultraviolet Scanner				
	E11\/4			
Fireeye	EUV1			
Ultraviolet flame				
amplifier				
module	EDOGO			
Fireye	EP260			
Programmer		1		

	1	1	
module			
Fireye Display	ED510		
module & cable			
Fireye Flame	E110		
Monitor			
Siemens	SKP10.110u17		
Actuator Head			
Siemens Air to	SKP70.110u17		
Gas Ratio			
Control Actuator			
Siemens Air	SQM50.460R1H3		
Modulation			
Motor			
McDonnell &	F58-W		
Miller Flow			
Switch			
Siemens Boiler	RWF40.002B97		
& DDC/PLSC			
Interface			
Control			
McDonnell &			
Miller Low			
Water Cut Off			
Siemens	VGD.20.503U17		
Double Gas			
Valve Body			
Siemens			
LMV52.240B1			
Control and PC			
Software			
Display			
2.06.03			Control unit with
			PID control, up to 6
			actuators, VFD and
			O2 functions, 110
AZL52.40B1			V 50-60 Hz
Flame Sensors			7 00 00 112
			Programming
			display unit with
			MODBUS interface
			for LMV52 OR
QRI2A2.B180B			LMV51 controls
AGG2.110			
.1002.110			Flame detector,
			forward viewing
			(Typical in USA).
			AGG2.110 &
AGG2.120			AGG2.110 Q
7.002.120			3/4" threaded
			holder for
			QRI2A2, frontal
			viewing, insulated
SQM45.295A9			with protective lens
OQIVITU.23JA3			Conduit connection
			adapter for <b>QRI</b> ,
SQM48.497A9			3/4" NPSM thread.
I OWIVITO.431 AS	1		JIT IN SIVI UII CAU.

## ANNEX B – Proposed Basis of Payment

### 1.0 Contract Period

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

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

	Contract year 1 (July 1, 2017 to March 31, 2018)	Contract Year 2 (April 1, 2018 to March 31, 2019)	Contract Year 3 (April 1, 2019 to March 31, 2020)	Total
All-inclusive price per hour for general maintenance and inspection				
Hourly rate for call-backs on regular working hours (Regular hours to include 08:00 to 17:00)				
Percentage of mark-up on cost price for replacement parts and new components				

The bid with the lowest **average total price for evaluation** that meets all of the mandatory requirements will be awarded the contract.

### **Evaluation Method**

All-inclusive price per hour Contract Year 1 + Contract Year 2 + Contract Year 3 = 3 Year total all-inclusive price per hour

Hourly rate for call-backs Contract Year 1 + Contract Year 2 + Contract Year 3 = 3 Year total hourly rate for call-backs

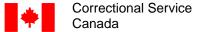
3 Year total all-inclusive price per hour + 3 Year total hourly rate for call-backs = Total Hourly Rates ÷ 3 = **AverageTotal Price for Evaluation** 

In the event of a tie, the contractor with the lowest average percentage mark-up on cost price for replacement parts and new components will be awarded the contract.

% Mark up Contract Year 1 + Contract Year 2 + Contract Year 3 = 3 Year total % mark up  $\div$  3 = Average percentage mark-up

### 2.0 Applicable Taxes

- (a) All prices and amounts of money in the contract 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 \$ <u>To Be Inserted at Contract Award</u> are included in the total estimated cost shown on page 1 of this Contract. 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 Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of Applicable Taxes paid or due



#### **Annex C - Evaluation Criteria**

#### 1.0 Technical Evaluation:

- 1.1 The following elements of the proposal will be evaluated and scored in accordance with the following evaluation criteria.
  - Mandatory Technical Criteria (see below, for the mandatory criteria that must be addressed)

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

- 1.2 LISTING EXPERIENCE WITHOUT PROVIDING ANY SUBSTANTIATING DATA TO SUPPORT WHERE, WHEN AND HOW SUCH EXPERIENCE WAS OBTAINED WILL RESULT IN THE STATED EXPERIENCE NOT BEING CONSIDERED FOR EVALUATION PURPOSES.
- 1.3 All experience must be strictly work-related. Time spent during education and/or training will not be considered, unless otherwise indicated.
- 1.4 Experience must be demonstrated through a history of past projects, either completed or on-going.
- 1.5 References must be provided for each project/employment experience.
  - I. Where the stated experience was acquired within a Canadian Federal Government Department or Agency as a Public Servant, the reference must be a Public Servant who had a supervisory role over the proposed resource during the stated employment.
  - II. Where the stated experience was acquired within a Canadian Federal Government Department or Agency **as a consultant**, the reference must be the Public Servant who was identified as the Project Authority of the project on which the proposed resource acquired the experience.
  - III. References must be presented in this format:
    - a. Name;
    - b. Organization;
    - c. Current Phone Number: and
    - d. Email address if available

### 1.6 Response Format

- In order to facilitate evaluation of proposals, it is recommended that bidders' proposals address the mandatory criteria in the order in which they appear in the Evaluation Criteria and using the numbering outlined.
- II. Bidders are also advised that the month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.
- III. For any requirements that specify a particular time period (e.g., 2 years) of work experience, CSC will disregard any information about experience if the technical bid does not include the required month and year for the start date and end date of the experience claimed.

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

### MANDATORY TECHNICAL CRITERIA - 53200-17-2526857

#	Mandatory Technical Criteria	Bidder Response Description (include location of this information in the bid package)	Met/Not Met (Evaluation committee to complete)
M1	The Contractor must provide proof that the business is licensed in the Province of Alberta to provide services of boiler maintenance and repair. Include proof with your bid. (for example: business license or Worker's Compensation documentation)		
M2	The Contractor must provide curriculum vitae and copies of each of its' proposed personnels' ASBA certification / documentation that shows qualification to maintain and repair Grande Cache Institution's heating plant. Include this information with your bid.		
M3	The Contractor must show that the contractor and its personnel are covered by Professional Liability Insurance for no less than \$2 million purchased at the Contractor's sole expense. Proof of insurance must be provided with the proposal.		