# RETURN BIDS TO : RETOURNER LES SOUMISSIONS À :

Bid Receiving - Réception des soumissions:

Steve Perron
Correctional Service Canada
Steve.perron@csc-scc.gc.ca

# 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

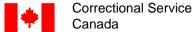
Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments — Commentaires :** 

# THIS DOCUMENT DOES NOT CONTAIN A SECURITY REQUIREMENT

Raison sociale et adresse du fournisseur/de l'entrepreneur :
Telephone # — Nº 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:	
Maintenance & Repair CORCAN I	
Solicitation No. — Nº. de	<b>Date:</b> 2017-10-31
21C20-18-2528803	2017-10-31
Client Reference No. — Nº. de Ro	éférence du Client
21C20-18-2528803	
GETS Reference No. — Nº. de Ro	éférence de SEAG
21C20-18-2528803	
Solicitation Closes — L'invitation	n prend fin
at /à: 2:00 p.m. Eastern Standard	Time (EST)
on / le: 2017-12-13	
F.O.B. — F.A.B. Plant – Usine: Destination:	Other-Autre:
Address Enquiries to — Soumett Steve Perron steve.perron@csc-scc.gc.ca	re toutes questions à:
Telephone No. – Nº de téléphone:	Fax No. – Nº de télécopieur:
613-992-6509	513-992-8443
Destination of Goods, Services ar Destination des biens, services et See herein	
See Herein	
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 t	o sign on behalf of Vendor/Firm
Nom et titre du signataire autorisé du	ı fournisseur/de l'entrepreneur
Name / Nom	Title / Titre
Signature	Date
Signature	Date
Signature (Sign and return cover page with bi	d proposal /
(Sign and return cover page with bi	d proposal /
(Sign and return cover page with bi	d proposal /
(Sign and return cover page with bi	d proposal /



### **TABLE OF CONTENTS**

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

- 1. Statement of Work
- 2. Revision of Departmental Name
- 3. Debriefings
- 4. Trade Agreements
- 5. Procurement Ombudsman

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

- 1. Standard Instructions, Clauses and Conditions
- 2. Submission of Bids
- 3. Former Public Servant
- 4. Enquiries, Bid Solicitation
- 5. Applicable Laws

#### PART 3 - BID PREPARATION INSTRUCTIONS

- 1. Bid Preparation Instructions
- 2. Section I: Technical Bid
- 3. Section II: Financial Bid
- 4. Section III: Certifications

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

- 1. Evaluation Procedures
- 2. Basis of Selection
- 3. Insurance Requirements

# PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

- 1. Certifications Required with the Bid
- 2. Certifications Precedent to Contract Award and Additional Information

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

- 1. Security Requirement
- 2. Statement of Work
- 3. Standard Clauses and Conditions
- 4. Term of Contract
- Authorities
- 6. Payment
- 7. Invoicing Instructions
- 8. Certifications and Additional Information
- 9. Applicable Laws
- 10. Priority of Documents
- 11. Termination on Thirty Days Notice
- 12. Insurance Specific Requirements
- 13. Ownership Control
- 14. Closure of Government Facilities
- 15. Tuberculosis Testing
- 16. Compliance with CSC Policies

- 17. Health and Labour Conditions
- 18. Identification Protocol Responsibilities
- 19. Dispute Resolution Services
- 20. Contract Administration
- 21. Privacy
- 22. Proactive Disclosure of Contracts with Former Public Servants
- 23. Information Guide for Contractors
- 24. Government Site Regulations

# **List of Annexes:**

Annex A – Statement of Work

Annex A-1 - List of Equipment/Machinery

Annex B – Proposed Basis of Payment Annex C – Evaluation Criteria

Annex D - Task Authorization Form

#### **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 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@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 (2017-04-27), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

### 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.

#### 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
- 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 seven (7) calendar 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 **New Brunswick and Nova Scotia.** 

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 separate documents as follows:

Section I: Technical Bid: one (1) soft copy

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

Section III: Certifications: one (1) soft copy

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

Bidders must submit their Financial Bid in a separate document from their technical proposal.

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

i. use a numbering system that corresponds to the bid solicitation.

#### 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) Exchange 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 noncompliant.

## 2. Basis of Selection – Mandatory Technical Evaluation

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.

In the event where two or more responsive bids have the same lowest evaluated price, the responsive bid received by email first will be recommended for contract award.

### 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.tpsgcpwgsc.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

# 2.2 Federal Contractors Program for Employment Equity - Bid Certification

Authority in writing of any changes affecting the list of names submitted with the bid.

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 Status and Availability of Resources

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

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

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

# 2.4 Language Requirements - English Essential

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.

#### 2.5 Education and Experience

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

# 2.6 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.

### 2.1 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

#### 2.1.1 Task Authorization Process

#### Task Authorization:

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

## Task Authorization Process:

- 1. The Project Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Annex D.
- The Task Authorization (TA) will contain the details of the activities to be performed, a
  description of the deliverables, and a schedule indicating completion dates for the major
  activities or submission dates for the deliverables. The TA will also include the applicable
  basis (bases) and methods of payment as specified in the Contract.
- 3. The Contractor must provide the Project Authority, within seven (7) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
- 4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

# 2.1.2 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of \$10,000.00, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Project Authority and Contracting Authority before issuance.

### 2.1.3 Minimum Work Guarantee - All of the Work - Task Authorizations

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means 5% of the maximum contract value.

- 2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- 3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- 4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

#### 3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract 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.

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

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

# 3.2 Replacement of Specific Individuals

- If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - a. The name, qualifications and experience of the proposed replacement; and
  - b. Proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the work does not release the Contractor from its responsibility to meet the requirements of the Contract.

#### 4. Term of Contract

#### 4.1 Period of the Contract

The period of the Contract is from date of Contract award to one (1) year thereafter inclusive.

#### 4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## 5. Authorities

## 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Steve Perron

Title: Senior Procurement Officer Correctional Service Canada

Branch/Directorate: Contracting and Materiel Services

Telephone: (613) 992-6509 Facsimile: (613) 992-8443

E-mail address: steve.perron@csc-scc.gc.ca

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

# 5.2 Project Authority

The Project Authority for the Contract is: to be determined at contract award.

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.

# 5.3 Contractor's Representative

The Authorized Contractor's Representative is:

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

# 6. Payment

## 6.1 Basis of Payment - Firm Unit Price - Task Authorizations

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm hourly rates, in accordance with the basis of payment, in Annex B, as specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

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

# 6.2 Limitation of Expenditure – Cumulative Total of All Task Authorizations

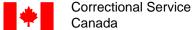
1.	Canada's total liability to the Contractor under the Contract for all authorized Task
	Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$
	Customs duties are included and Applicable Taxes are extra.

- 2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
- 4. 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 Method of Payment - Multiple Payments

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 Payment of Invoices by Credit Card (if applicable)

The Contractor accepts to be paid using the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);

# Invoicing Instructions - Task Authorization

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the Task Authorization form and any other documents as specified in the Contract;
- c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses:
- d. a copy of the monthly progress report.
- 2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the following address for certification and payment.

**CORCAN** 310 Baig Blvd - Unit 10 Moncton, NB E1E1C8 Attention: Terry Lister

b. one (1) copy must be forwarded to the consignee.

## 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 a	nd governed,	and the relations	between the part	ies
determined, by the laws in force in			•	

#### 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; 2010C (2016-04-04), General Conditions Services (Medium Complexity), apply to and form part of the Contract.
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the signed Task Authorizations (including all of their annexes, if any);
- (f) the Contractor's bid dated \_\_\_\_\_\_.

# 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.
  - 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.
  - m. Non-Owned Automobile Liability Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

# 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.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.

### 24. Government Site Regulations

SACC Manual clause A9068C (2010-01-11), Government Site Regulations.

### ANNEX A - Statement of Work

## 1.0 Background:

CORCAN is a Special Operating Agency and is a part of the Correctional Service of Canada (CSC). CORCAN provides employment and training needs to offenders in the furniture manufacturing trades. CORCAN produces office furniture and custom wood products such as tables, dressers, wardrobes, coat trees, etc. The machinery and equipment in these workshops need to be repaired and maintained (preventative maintenance) in order to ensure production moves forward.

## 1.1 Scope:

The Contractor must provide preventative maintenance and repairs to the CORCAN workshop machinery and equipment (see Annex A-1). The Contractor must determine work procedures for replacement and replace all worn parts, bearings, align gears and shafts, attach motors, drives, in feeds etc and connect couplings and belts to specified tolerances, align and test equipment and make any necessary adjustments as required.

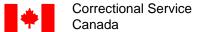
The Contractor or delegate must be able to install rebuilt kits from the manufacturer, inspect and assess the machinery and perform preventative maintenance.

# 1.2 Tasks/Responsibilities

Services shall be provided under the Contract on an as-and-when requested basis. A Task Authorization (TA) will be utilized to request tasks during the life of this contract. The tasks the Contractor must perform include, but are not limited to the following:

Work will be performed at a minimum of 30 hours/week at a minimum of 45 weeks, and the balance on an "as and when" requested basis.

- 1. The Contractor must provide all labour, tools and protective equipment, and is responsible for ordering all necessary part(s), subject to Project Authority approval. And, having the part(s) shipped to the necessary site in order to perform their duties while servicing and repairing the equipment and machinery listed in Annex A-1.
  - a) Under exceptional circumstances and subject to Project Authority or his/her delegated authority the Contractor may need to pick up certain parts on his/her own time in which case, the Contractor will be reimbursed the landed cost (part plus shipping) plus 10% to cover administrative and travel costs.
- 2. The Contractor must maintain inventory control for all spare parts and troubleshoot all equipment issues.
- 3. The Contractor must ensure all log books on equipment valued over \$10K are updated upon completion of work and all regular maintenance is provided as per the equipment manuals.
- 4. The contractor must maintain a maintenance schedule as outlined by CORCAN's Quality Insurance program and procedures.



#### 1.3 Deliverables:

Deliverables will be specified within each resulting Task Authorization (TA). The scope of work attached to each TA will identify the particular deliverable(s), tasks, and other relevant areas of consideration that are required to be implemented by the Contractor in the provision of services.

- All text deliverables must be delivered in both hard and electronic copy.
- All Deliverables must be done with Microsoft Suite products and other formats to be specified in the TA's.
- Specific deliverables include, but are not limited to the following:
  - 1. The Contractor must provide a monthly report consisting of the following
  - Daily Activities, including the work performed
  - The Work Site where the work was completed
  - Length of time spent on each machine
  - An inventory of parts procured by site
    - 2. The Contractor must prepare a detailed daily progress report prior to leaving the work site and this report must be signed by the Site Supervisor or Instructor. A copy of this report must remain at the site and the original report must be provided to Regional Headquarters (RHQ).
    - 3. Time Sheets must be supplied upon request and must be approved on a daily basis.
    - 4. The Contractor must provide a schedule each week, due each Friday for the following week to the Project Authority.

## 1.4 Location of Work:

The Contractor must perform the work at the following locations:

Site Reference	Site Name	Address
Α	Community Industries	Moncton, New Brunswick
В	Dorchester Penitentiary - Minimum Security Dorchester Penitentiary - Medium Security	Dorchester, New Brunswick
С	Springhill Institution	Springhill, Nova Scotia

### Travel:

Travel is anticipated for the performance of the work under this contract. If an urgent need presents itself and the Contractor has to travel from one site location to another within the same day, the Contractor will be paid as stated in Annex B - Basis of Payment for one (1) hour.

# 1.5 Language of Work:

The Contractor must perform all work in English.

#### 1.6 Hours of Work:

The Contractor must perform the work during the following hours and will be paid the firm hourly rate as defined in Annex B – Basis of Payment

Regular working hours are defined as Monday to Friday between the hours of 8:00 a.m. and 6:00 p.m.

Evening hours are defined as Monday to Friday between the hours of 6:00 p.m. and 12:00 a.m.

The Contractor must be able to perform the work on Weekends and during Statutory Holidays when required and will be paid the Firm Hourly Rate as defined in Annex B- Basis of Payment.

#### 1.7 Constraints:

- The Contractor must maintain a strictly monitored inventory of their tools at each site. He
  must account for all tools prior to leaving the site each day. If there are any
  discrepancies, the Contractor must inform the Project Authority and detail any tools that
  are missing. If a tool is to be replaced the appropriate processes as per Institutional
  policy must be followed.
- Contractors will be working in an Institutional setting and 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.

1 Magnum cut Milling Machine

# Service correctionnel Canada

# Annex A-1 List of Equipment/ Machinery

This list is not exhaustive, as there will be machines of similar caliber purchased or replaced during the life cycle of the contract.

during the life cycle of the contract.
65 ton Punch Press
38 ton Punch Press
35 ton Punch Press
Double Mitre Saw
Cold Cut Metal Saw
Nederman fume extraction systems and arms
1 Pipe Notcher
1 Pipe and Tube Bender
1 Parts Washer
1 X 10 foot Metal Shear
1 X 10 foot Press Brake
1 Peddinghaus 400 Iron Worker
1 X 55 Ton Hydraulic Press
Arpoga Gear Head Drill Press
Various portable Welders , Metal Inert Gas (MIG) and Tungsten Inert Gas (TIG)
Spectrum #700 DC Plasma torch held Metal Cutter
1 Hypertherm – 1000 Plasma Cutter
1 Hypertherm – 1650 Plasma Cutter with a Torchma plasma table and software
1 Miller Dial Arch H.F. TIG Welder, water cooled
Several Pallet Jacks - All Shops
1 Brown and Boggs 3" Steel Roller
1 X 3 foot Hand Held Steel Bending Brake
1 DIALARC 250, 250/AC/DC Welding Machine
2 Jaespa Horizontal Double Mitre Band Saw
2 Acetylene & Oxygen Portable Torch Stations

# **Sewing Machines**

Air rivet guns, strappers (manual and automated)

Air Assisted Glue Guns plus all air lines leading to multiple areas - 7 shops

- 2 Panel Saws, CNC
- 2 Edgebanders
- 3 CNC Machine Centres
- 2 Corner Rounder

Various Bandsaws

Wide Belt sander

Clamping Machine (clamp carrier)

Straight Line Rip Saw

Cut off Saw

- 2 X 18" Jointer
- 24" thickness Planer
- 2 X Oscillating Welt Sander
- 3 X Chop Saw/Mitre Saw
- 2 X Boring Machine
- 3 X Drill Press
- 2 Clamp Machine
- 3 X Router Tables
- 2 X Curvature Edgebander

**Hot Press** 

Compressors

Air Dryers

Power Tools (drills, circular saw, etc...)

Spray Booths

Pressure Pot System

Air Assist System

2 X Dust Collector

Various Forklifts

**BLUM Machines** 

All Air Lines

All Hydraulic Lines

Pallet Jacks

Working Tables

Radio Frequency (RF) welders

Hand Power Tools

Various Sewing Machines

Tape Machine – Better Pack

Pallet Strapper – Muller

Compressor – DV Systems

Dryer - Parker

Closer - Singer

Cushion Stuffer - EZE

# **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 hourly rate(s) below in the performance of this Contract, Applicable Taxes extra.

Site "A" - Year 1 Pricing for Community Industries - Moncton, New Brunswick

Point	Description	Estimated number of Hours	Firm Hourly Rate (\$)	Total Year 1 (\$)
1	Rate for Service Call and the first hour of on-site productive labour, during regular working hours: 8:00 a.m. to 6 p.m. (Monday to Friday)	90		
2	Labour, in addition to item #1 above during regular working hours: 8:00 a.m. to 6:00 p.m. (Monday to Friday)	570		
3	Rate for evening hours: 6:00 p.m. to 12:00 a.m. (Monday to Friday)	10		
4	Weekend/Statutory Holiday hourly rate	5		
То	tal Year 1 Site "A" - Community Industries	\$		

# Site "B" - Year 1 Pricing for Dorchester Minimum and Medium Institution

Point	Description	Estimated number of Hours	Firm Hourly Rate (\$)	Total Year 1 (\$)
1	Rate for Service Call and the first hour of on-site productive labour, during regular working hours: 8:00 a.m. to 6 p.m. (Monday to Friday)	90		
2	Labour, in addition to item #1 above during regular working hours: 8:00 a.m. to 6:00 p.m. (Monday to Friday)	570		
3	Rate for evening hours: 6:00 p.m. to 12:00 a.m. (Monday to Friday)	10		
4	Weekend/Statutory Holiday hourly rate	5		
Total Ye	ar 1 Site "B" - Dorchester Minimum and Medium Institution			

# Site "C" - Year 1 Pricing for Springhill Institution

Point	Description	Estimated number of Hours	Firm Hourly Rate (\$)	Total Year 1 (\$)
1	Rate for Service Call and the first hour of on-site productive labour, during regular working hours: 8:00 a.m. To 6 p.m. (Monday to Friday)	90		
2	Labour, in addition to item #1 above during regular working hours: 8:00 a.m. to 6:00 p.m. (Monday to Friday)	570		
3	Rate for evening hours: 6:00 p.m. to 12:00 a.m. (Monday to Friday)	10		
4	Weekend/Statutory Holiday hourly rate	5		
т	otal Year 1 Site "C" - Springhill Institution	\$		

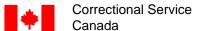
Total Year 1 Site (A+B+C) = \$\_\_\_\_\_

- Where a cost estimate has been submitted \*\*No repairs must be undertaken without prior written approval from site authority.
- The contractor will provide a schedule each week due the Friday before to the contract authority.
- Maximum response time following a regular \*\*call \*\* must not exceed 24 hours.
   Maximum response time following an emergency call must not exceed 2 hours \*\*\*. A standby telephone number for 24 hours service shall be provided by the contractor once a contract is awarded.
- Contract personnel are employees of the Contractor and are paid by the Contractor on the basis of service rendered. Where the Contractor or the Contractor's employees are providing services on the premises pursuant to the Contractor and the said premises become non accessible due to closure, and consequently no work is being preformed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of closure.
- All price/rates are taxes extra, FOB destination
- Taxes to be shown as a separate line on the invoice
- Number of hours is estimated and to be used for evaluation purposes only.

### 2.0 Options to Extend the Contract Period:

Subject to the exercise of the option to extend the Contract period in accordance with Article 4. Term of contract of the original contract, Options to Extend Contract, the Contractor will be paid the firm all inclusive Per Diem rate(s), in accordance with the following table, Applicable Taxes extra, to complete all Work and services required to be performed in relation to the Contract extension.

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



# Site "A" - Option Year 1 Pricing for Community Industries - Moncton, New **Brunswick**

Point	Description	Estimated number of Hours	Hourly Rate (\$)	Total Option Year 1 (\$)
1	Rate for Service Call and the first hour of on-site productive labour, during regular working hours: 8:00 a.m. to 6 p.m. (Monday to Friday)	90		
2	Labour, in addition to item #1 above during regular working hours: 8:00 a.m. to 6:00 p.m. (Monday to Friday)	570		
3	Rate for evening hours: 6:00 p.m. to 12:00 a.m. (Monday to Friday)	10		
4	Weekend/Statutory Holiday hourly rate	5		
Total	Option Year 1 Site "A" -Community Industries	\$		

# Site "B" - Option Year 1 Pricing for Dorchester Minimum and Medium Institution

Point	Description	Estimated number of Hours	Hourly Rate (\$)	Total Option Year 1 (\$)
1	Rate for Service Call and the first hour of on-site productive labour, during regular working hours: 8:00 a.m. to 6 p.m. (Monday to Friday)	90		
2	Labour, in addition to item #1 above during regular working hours: 8:00 a.m. to 6:00 p.m. (Monday to Friday)	570		
3	Rate for evening hours: 6:00 p.m. to 12:00 a.m. (Monday to Friday)	10		
4	Weekend/Statutory Holiday hourly rate	5		
Total O	ption Year 1 Site "B" - Dorchester Minimum and Medium Institution	\$		

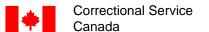
# Site "C" - Option Year 1 Pricing for Springhill Institution

Point	Description	Estimated number of Hours	Hourly Rate (\$)	Total Option Year 1 (\$)
1	Rate for Service Call and the first hour of on-site productive labour, during regular working hours: 8:00 a.m. to 6 p.m. (Monday to Friday)	90		
2	Labour, in addition to item #1 above during regular working hours: 8:00 a.m. to 6:00 p.m. (Monday to Friday)	570		
3	Rate for evening hours: 6:00 p.m. to 12:00 a.m. (Monday to Friday)	10		
4	Weekend/Statutory Holiday hourly rate	5		
Total	Option Year 1 Site "C"- Springhill Institution	\$		

Total Option Year 1 Site (A+B+C) = \$\_\_\_\_\_

Site "A" - Option Year 2 Pricing for Community Industries - Moncton, New Brunswick

Point	Description	Estimated number of Hours	Hourly Rate (\$)	Total Option Year 2 (\$)
1	Rate for Service Call and the first hour of on-site productive labour, during regular working hours: 8:00 a.m. to 6 p.m. (Monday to Friday)	90		
2	Labour, in addition to item #1 above during regular working hours: 8:00 a.m. to 6:00 p.m. (Monday to Friday)	570		
3	Rate for evening hours: 6:00 p.m. to 12:00 a.m. (Monday to Friday)	10		
4	Weekend/Statutory Holiday hourly rate	5		
Total	Option Year 2 Site "A" - Community Industries	\$		



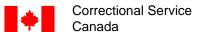
# Site "B" - Option Year 2 Pricing for Dorchester Minimum and Medium Institution

Point	Description	Estimated number of Hours	Hourly Rate (\$)	Total Option Year 2 (\$)
1	Rate for Service Call and the first hour of on-site productive labour, during regular working hours: 8:00 a.m. to 6 p.m. (Monday to Friday)	90		
2	Labour, in addition to item #1 above during regular working hours: 8:00 a.m. to 6:00 p.m. (Monday to Friday)	570		
3	Rate for evening hours: 6:00 p.m. to 12:00 a.m. (Monday to Friday)	10		
4	Weekend/Statutory Holiday hourly rate	5		
Total Option Year 2 Site "B" - Dorchester Minimum and Medium Institution		\$		

# Site "C" - Option Year 2 Pricing for Springhill Institution

Point	Description	Estimated number of Hours	Hourly Rate (\$)	Total Option Year 2 (\$)
1	Rate for Service Call and the first hour of on-site productive labour, during regular working hours: 8:00 a.m. to 6 p.m. (Monday to Friday)	90		
2	Labour, in addition to item #1 above during regular working hours: 8:00 a.m. to 6:00 p.m. (Monday to Friday)	570		
3	Rate for evening hours: 6:00 p.m. to 12:00 a.m. (Monday to Friday)	10		
4	Weekend/Statutory Holiday hourly rate	5		
Total	Option Year 2 Site "C" - Springhill Institution	\$		

Total Option Year 2 Site (A+B+C) = \$\_\_\_\_\_



# Site "A" - Option Year 3 Pricing for Community Industries - Moncton, New **Brunswick**

Point	Description	Estimated number of Hours	Hourly Rate (\$)	Total Option Year 3 (\$)
1	Rate for Service Call and the first hour of on-site productive labour, during regular working hours: 8:00 a.m. to 6 p.m. (Monday to Friday)	90		
2	Labour, in addition to item #1 above during regular working hours: 8:00 a.m. to 6:00 p.m. (Monday to Friday)	570		
3	Rate for evening hours: 6:00 p.m. to 12:00 a.m. (Monday to Friday)	10		
4	Weekend/Statutory Holiday hourly rate	5		
Total	Option Year 3 Site "A" - Community Industries	\$		

# Site "B" - Option Year 3 Pricing for Dorchester Minimum and Medium Institution

Point	Description	Estimated number of Hours	Hourly Rate (\$)	Total Option Year 3 (\$)
1	Rate for Service Call and the first hour of on-site productive labour, during regular working hours: 8:00 a.m. to 6 p.m. (Monday to Friday)	90		
2	Labour, in addition to item #1 above during regular working hours: 8:00 a.m. to 6:00 p.m. (Monday to Friday)	570		
3	Rate for evening hours: 6:00 p.m. To 12:00 a.m. (Monday to Friday)	10		
4	Weekend/Statutory Holiday hourly rate	5		
Total Op	otion Year 3 Site "B" - Dorchester Minimum and Medium Institution	\$		

# Site "C" - Option Year 3 Pricing for Springhill Institution

Point	Description	Estimated number of Hours	Hourly Rate (\$)	Total Option Year 3 (\$)
1	Rate for Service Call and the first hour of on-site productive labour, during regular working hours: 8:00 a.m. to 6 p.m. (Monday to Friday)	90		
2	Labour, in addition to item #1 above during regular working hours: 8:00 a.m. to 6:00 p.m. (Monday to Friday)	570		
3	Rate for evening hours: 6:00 p.m. to 12:00 a.m. (Monday to Friday)	10		
4	Weekend/Statutory Holiday hourly rate	5		
Total	Option Year 3 Site "C" - Springhill Institution	\$		

Total Option Year 3 Site	(A+B+C) = \$
--------------------------	--------------

# **Total Price (For Evaluation Purposes)**

Sum of: Total Year 1 + Total Option Year 1 + Total Option Year 2	¢
+ Total Option Year 3	φ

## 3.0 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 \$\( \frac{To Be Inserted at Contract Award}{\)}\) 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.

# 4.0 Payment by Credit Card

Canada requests that bidders complete one of the following:

(a)	( ) Government of Canada Acquisition Cards (credit cards) will be accepted for payment.
	The following credit card(s) are accepted:  Master Card:
(b)	( ) Government of Canada Acquisition Cards (credit cards) will not be accepted for payment.

The bidder is not obligated to accept payment by credit card. Acceptance of credit cards for payment will not be considered as an evaluation criteria.

### **Annex C Evaluation Criteria**

# 1.0 Technical Evaluation:

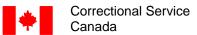
- 1.1 The following elements of the proposal will be evaluated and scored in accordance with the following evaluation criteria.
  - Mandatory Technical Criteria

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.

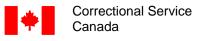


# **MANDATORY TECHNICAL CRITERIA**

#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met
M1	The Bidder must demonstrate 3 years experience in performing repairs and preventative maintenance on equipment, indicated in Annex A – Statement of Work or similar equipment*  The Bidder must provide the following details as to how the stated experience was obtained:  1. Name of the client or Department and contact information; 2. The total number of months of experience performing the above mentioned areas of expertise 3. The start and end dates of the assignment(s) 4. Details of the work performed by the Bidder on the assignment(s), including deliverables; 5. A professional reference that can attest the Bidder's experience.  The bidder's experience must have been acquired within the past eight (8)		
	years prior to bid closing.  * Similar equipment is defined as wood shop or machine shop equipment.		
M2	The Bidder must provide detailed CV's for each of the proposed resource(s) which include all relevant information.  The Bidder must include, as a minimum, in their CV:  1. Employment History; 2. Education credentials, including Professional Certifications; 3. Professional Training; 4. A minimum of one (1) employer's references to validate work experience.		

# ANNEX D, TASK AUTHORIZATION FORM

Contract Number					
Task Authorization (TA) Number					
Contractor's Name and Address					
Total Estimated Cost of Task (Applicable Taxes extra) before an revisions:		•	\$		
TA Revisions Previously Authorized (if applicable)					
TA Revision Number:	Authorized Increase or Decrease (Applicable Taxes extra)  \$				
TA Revision Number:	Authorized Increase or Decrease (Applicable Taxes extra)  \$				
TA Revision Number:	Authorized Increase or Decrease (Applicable Taxes extra) \$				
TA Revision Number:	Authorized Increase or Decrease (Applicable Taxes extra)				
TA Revision Number:	Authorized Increase or Decrease (Applicable Taxes extra)  \$				
New TA Revision (if applicable)					
TA Devision Number	۸	41	an Danasaa (Annliachta Tausa		
TA Revision Number:	Authorized Increase or Decrease (Applicable Taxes extra)  \$				
Total Estimated Cost of Task (Applicable	ask (Applicable \$				
Taxes extra) after this revision:					
Contract Security Requirements (as applicable)					
This task includes security requirements.  □ No □ Yes. Refer to the Security Requirements Checklist (SRCL) annex of the Contract.					
Remarks:					
Required Work					
SECTION A – Task Description of the Work Required					
SECTION B – Applicable Basis of Payment					



SECTION C - Cost Breakdown of Task				
SECTION D- Applicable Method of Payment				
Authorization - Authorization				
By signing this TA, the Project Authority or the PWGSC Contracting Authority or both, as applicable, certify (ies) that the content of this TA is in accordance with the Contract.				
En apposant sa signature sur cette AT, le chargé de projet ou l'autorité contractante de TPSGC ou, s'il y a lieu, les deux atteste(nt) que le contenu de cette AT respecte les conditions du contrat.				
Name of Project Authority - Nom du chargé de projet				
Signature	Date			
Name of PWGSC Contracting Authority - Nom de l'autorité contractante de TPSGC				
Signature	Date			
Contractor's Signature - Signature de l'entrepreneur				
Name and title of individual authorized to sign for the Contractor Nom et titre de la personne autorisée à signer au nom de l'entrepreneur				
Signature	Date			