

--RETURN OFFERS TO :

**bidsubmissions.GEN-
NHQcontracting@CSC-SCC. GC. CA**

ATTN: Lily Nakhle

Solicitation No. 21120-18-2649006

REQUEST FOR A STANDING OFFER

Regional Master Standing Offer (RMSO)
Offre à commandes maître régionale (OCMR)

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

**"THIS DOCUMENT DOES NOT CONTAIN A SECURITY
REQUIREMENT"**

Comments:

Vendor/Firm Name and Address :

Telephone # :

Fax #:

Email: _____

GST # or SIN or Business #:

Title — Sujet: Construction Health & Safety Coordinators	
Solicitation No. 21120-18-2649006	Date: 16-November-2017
Client Reference No. 21120-18-2649006	
GETS Reference No. 21120-18-2649006	
Solicitation Closes — at / à : 2 :00 PM On / Le :10-January-2018	Time Zone EST
Delivery Required: See herein – Voir aux présentes	
F.O.B. Plant – Usine: Destination: X Other-Autre:	
Address Enquiries to : Lily Nakhle – Senior Procurement Officer	
E-Mail Address — Adresse Courriel: Lily.Nakhle@csc-scc.gc.ca	
Telephone No.F 613-947-0861	Fax No. 613-992-1217
Destination of Goods, Services and Construction: Multiple as per call-up	
Security – Sécurité This request for a Standing Offer includes provisions for security.	

Instructions: See Herein

Name and title of person authorized to sign on behalf of Vendor/Firm	

Name / Nom	Title / Titre

Signature	Date
(Sign and return cover page with offer/	

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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offer (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

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

2. Summary

CSC requires the services of Construction Health & Safety Consultants on CSC CORCAN construction projects. Although CSC falls under federal legislation, the Department is committed to voluntary compliance with all provincial legislation governing health and safety and, where laws diverge, will adhere to the more stringent requirement. The period of the Standing Offer is for five (5) years.

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).

3. Revision of Departmental Name

As this request for Standing Offer is issued by Correctional Service of Canada (CSC), any reference to Public Works and Government Services Canada (PWGSC) or its Minister contained in full text or by

reference in any term, condition or clause of this document, or any resulting contract, shall be interpreted as a reference to CSC or its Minister.

4. Debriefings

Offerors may request a debriefing on the results of the request for Standing Offer process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for Standing Offer process. The debriefing may be in writing, by telephone or in person.

5. Procurement Ombudsman

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

6. Multiple Standing Offers

It is intended to result in the award of up to a maximum of **eight (8) standing offers (SO), two (2) per each CSC Region**. See example following:

Two (2) SO for Québec Region (QUE); and
Two (2) SO for Ontario Region (ONT); and
Two (2) SO for Atlantic Region (ATL);
Two (2) SO for Pacific Region (PAC);
Or a combination thereof.

Each SO will be for a period of five (5) years or until such time as Canada no longer considers them to be advantageous to use them.

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The SACC Manual 2006 (2017-04-27) Standard Instructions - Request for Standing Offer - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: sixty (60) days
Insert: one-hundred-twenty (120) days

1.1 SACC Manual Clauses

SACC Manual clause M7035T (2013-07-10), List of Proposed Subcontractors

2. Submission of Offers

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

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

3. Former Public Servant

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

Definitions

For the purposes of this clause,

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

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES () NO ()**

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

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

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES () NO ()**

If so, the Offeror must provide the following information:

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

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

4. Enquiries - Request for Standing Offer

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the Request for Standing Offer (RFSO) closing date. Enquiries received after that time may not be answered.

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

5. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____
(insert the name of the province or territory).

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

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

Section I: Technical Offer: **one(1) Soft copies**

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

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

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

Offerors must submit their Financial Offer in an envelope separate from their technical offer.

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

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

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

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fiber certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Offer

In their technical offer, Offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a) () Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the Standing Offer.

The following credit card(s) are accepted:

Master Card _____

- (b) () Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the Standing Offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1. Technical Evaluation

1.1.1 Mandatory Technical Criteria

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

1.1.2 Point Rated Technical Criteria

Offers will be evaluated to determine their score with regards to the point rated criteria outlined in **Annex D – Evaluation Criteria**.

1.2 Financial Evaluation

1.2.1 SACC Manual Clause M0220T (2016-01-28), Evaluation of Price - Bid

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

2. Basis of Selection

2.1 Basis of Selection - Lowest Price Per Point

- 1. To be declared responsive, an offer must:
 - a. comply with all the requirements of the Request for Standing Offers;
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum of **fifteen (15)** points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **thirty (30)** points.
- 2. Offers not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive offer that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive offers with the lowest evaluated prices per point will be recommended for issuance of a standing offers.

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

1. Certifications Required with the Offer

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

1.1 Integrity Provisions – Declaration of Convicted Offenses

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

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

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror 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 offer non-responsive.

2.1 Integrity Provisions – Required documentation

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

- i. Offerors that are corporate entities, including those submitting an offer 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. Offerors submitting an offer as sole proprietors, including sole proprietors submitting an offer as joint ventures, must provide a complete list of the names of all owners; or
- iii. Offerors that are a partnership do not need to provide a list of names.

List of Names:

_____	_____
_____	_____
_____	_____
_____	_____

OR

- The Offeror is a partnership

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

2.2 Federal Contractors Program for Employment Equity – Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](#)" 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_contractor_program.page?&_ga = 1.229006812.1158694905.1413548969).

Canada will have the right to declare an offer non-responsive or to set aside a Standing Offer if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

2.3 Status and Availability of Resources

SACC Manual clause M3020T (2016-01-28), Status and Availability of Resources - Offer

2.4 Language Requirements

By submitting an offer, the Offeror certifies that, should it be awarded a standing offer as result of the request for a standing offer, every individual proposed in its offer will be fluent in the following languages. The individual(s) proposed must be able to communicate orally and in writing without any assistance and with minimal errors.

Atlantic: English and English and French for the Province of New Brunswick

Quebec: French

Ontario: English

Pacific: English

2.5 Education and Experience

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

2.6 Certification:

By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

PART 6- STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex A.

2. Security Requirement

No Security Requirement Exists. Contractor personnel will be escorted at all times on CSC premises during the performance of their duties under the contract.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

3.1 General Conditions

2005 (2016-04-04) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer Agreement is from **Date of SO issuance to five (5) years later** or until such time as Canada no longer considers them to be advantageous to use them.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Lily Nakhle
Title: Senior Procurement Officer
Correctional Service of Canada
Telephone: 613-947-0861
E-mail address: Lily.Nakhle@csc-scc.gc.ca

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

5.2 Project Authority (To be identified at Standing Offer award)

The Project Authority for the Standing Offer is:

Name:

Title:

Correctional Service of Canada

Telephone:

E-mail address:

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

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

5.3 Offeror's Representative (To be identified at Standing Offer award)

Name:

Title:

Telephone:

E-mail address:

6. Proactive Disclosure of Contracts with Former Public Servants

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

7. Identified Users

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

The Correctional Service of Canada _____ (insert region name) Region.

8. Call-up Procedures - One Standing Offer

Where only one standing offer will be authorized for use as the result of a competitive RFSO, the resulting call-ups are considered competitive and the competitive call-up authorities can be used.

9. Call-up Instrument

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

10. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$50,000.00** (Applicable Taxes included).

11. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$10,000.00** (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or **three (3) months** before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

12. Priority of Documents

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

- a. the call up against the Standing Offer, including any annexes;
- b. the articles of the Standing Offer;
- c. the general conditions 2005 (2016-04-04), General Conditions - Standing Offers - Goods or Services
- d. the general conditions 2010B (2016-04-04), General Conditions - Professional Services (Medium Complexity)
- e. Annex A, Statement of Work;
- f. Annex B, Basis of Payment;
- g. the Offeror's offer dated **XX-XX-20XX**

13. Certifications and Additional Information

13.1 Compliance

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

13.2 SACC Manual Clauses

SACC Manual clause M3020C (2016-01-28), Status of Availability of Resources - Standing Offer

14. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____.
(insert the name of the province or territory as specified by the Offeror in its offer, if applicable).

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

1. Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

2. Standard Clauses and Conditions

2.1 General Conditions

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

2.2 Replacement of Specific Individuals

1. 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.

3. Term of Contract

3.1 Period of the Contract

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

4. Proactive Disclosure of Contracts with Former Public Servants

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

5. Payment

5.1 Basis of Payment

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

5.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ **XXX**. Customs duties are included 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
 - c. 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.

5.3 Single Payment

SACC Manual clause H1000C (2008-05-12), Single Payment

5.4 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

5.5 Travel and Living Expenses

For Work to be performed at a work location:

- a. Canada will not accept any travel and living expenses incurred by the Contractor in the performance of the Work, for:
 - i. services provided within 100 km of the Contractor's facilities.
- b. For Services provided outside 100 km of the Contractor's facilities, the Contractor will be paid its authorized travel and living expenses, reasonably and properly incurred in the performance of the

Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the [National Joint Council](#) and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

- c. Canada will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation required to satisfy the terms of the Contract.
- d. All travel must have the prior authorization of the Technical Authority. All payments are subject to government audit.

Estimated Cost: \$ **XXX**

5.5.1 Travel Status Time

Travel Status Time will be limited to 50% of the hourly rate.

Time spent by a contracted individual traveling to and from specific pre-authorized work assignments (not commuting) that are more than 100 kilometers from the individual's work location may be billed at 50% of the firm hourly rate.

5.6 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);

6. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed. Each invoice must be supported by:
 - a. a copy of time sheets to support the time claimed;
 - b. a copy of the release document 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.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the Project Authority for certification and payment.

7. Insurance - No Specific Requirement

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

8. 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.

9. Closure of Government Facilities

- 9.1 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.
- 9.2 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.

10. Tuberculosis Testing

- 10.1 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.
- 10.2 Failure to provide proof of and results of a tuberculin test may result in the termination of the contract.

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

11. Compliance with CSC Policies

11.1 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.

11.2 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.

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

12. Health and Labour Conditions

12.1 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.

12.2 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.

12.3 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.

12.4 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."

13. 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:

13.1 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;

13.2 During attendance at any meeting, the Contractor or Contractor Representatives must identify themselves as such to all meeting participants;

13.3 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

13.4 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.

14. Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties for both the process and to bear the cost of such process, assist in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or applicable of a term and condition of this contract. The Office of Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa-opo@boa-opo.gc.ca.

15. Contract Administration

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

16. Privacy

16.1 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.

16.2 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.

17. 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.

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

19. SACC Manual clause A9014C (2006-06-16), Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract:_____ (To be inserted upon Contract Award).

20. SACC Manual clause A9065C (2006-06-16), Identification Badge

ANNEX A

STATEMENT OF WORK

1. Background

Correctional Service Canada (CSC) is an agency within the portfolio of Public Safety. The portfolio brings together key federal government organizations involved in public safety, including the Royal Canadian Mounted Police, the National Parole Board, the Canada Border Services Agency, the Canadian Security Intelligence Service, and three review bodies.

CSC contributes to public safety through the custody and reintegration of offenders. Specifically, CSC is responsible for administering court-imposed sentences for offenders sentenced to two (2) years or more.

The Agency has a presence from coast to coast, in large urban centres with increasingly diverse populations, to more remote communities across the North. CSC manages institutions, treatment centres, four Aboriginal healing lodges, community correctional centres and parole offices. In addition, CSC has five (5) regional headquarters (RHQ) that provide management and administrative support and serve as the delivery arm of CSC's programs and services. CSC also manages regional staff colleges and a national headquarters (NHQ).

CORCAN operates in many institutions across Canada and has four (4) business lines: textiles, manufacturing, construction, and services (such as printing and laundry). CORCAN operates in a businesslike manner given their institutional setting and training imperatives. CSC CORCAN takes on the roles and responsibilities of a General Contractor to work on CSC construction projects. CSC Technical Services and Facilities (TS&F) provides project management services on behalf of CSC and has to apply to all such projects the provisions of many laws, regulations, standards and directives.

2. Objective

CSC requires the services of Construction Health & Safety Consultants on CSC CORCAN construction projects. Although CSC falls under federal legislation, the Department is committed to voluntary compliance with all provincial legislation governing health and safety and, where laws diverge, will adhere to the more stringent requirement. CSC construction project managers must apply health and safety management for construction projects.

3. Scope

The types of construction projects covered include, but are not limited to, new construction, renovation furniture replacement, life cycle replacement of building elements and/or equipment. The Work involves:

1. Reconciliation of provincial and federal requirements in matters of health and safety;
2. Providing worksite inspections and assessments;
3. Providing technical expertise, on demand and as requested in accident prevention and in health and safety management for construction sites managed by the CSC CORCAN in the selected Region;
4. Producing site inspection reports and audits; and
5. Other services related to Construction Health & Safety.

4. Tasks and Responsibilities

Specific Tasks and Responsibilities will be identified in the individual call-ups. The tasks the Offeror / Contractor must perform include, but are not limited to the following:

1. Perform Health & Safety inspections and assessments of CSC construction sites:

The Contractor must produce a written report of each inspection. Each report must contain, at a minimum all the following information:

- i. The nature of the work the day of the inspection;
- ii. Identification of the general contractor and all subcontractors present during the inspection;
- iii. The pre-approved inspection grid ;
- iv. The identification of all compliances and non-compliances;
- v. The justifications of all non-compliances;
- vi. All applicable regulatory references; and
- vii. Photographic evidence to demonstrate the non-compliances.

Note: The report must be electronically transmitted to the requesting CSC project manager within 48 hours after the date of the inspection.

2. Perform Health & Safety Audits of CSC construction projects:

At the request of Project Authority (PA), the Contractor must conduct a review of the Health & Safety management practices applied by project managers.

1. The Contractor must evaluate the specific elements identified in project records;
2. The Contractor must produce a written report of each Health & Safety Audit; and
3. Each report must contain, at a minimum all the following information:
 - i. The nature of the audit;
 - ii. Identification of the general contractor and all subcontractors present during the inspection;
 - iii. The pre-approved inspection grid ;
 - iv. The identification of all compliances and non-compliances;
 - v. The reason(s) for the audit; and
 - vi. All applicable regulatory references.

3. Perform Other Services related to Construction Health & Safety

Upon request of the PA, the Contractor must perform other tasks related to Construction Health & Safety, including but not limited to the following:

1. Participate in site meetings;
2. Provide Construction Health & Safety support services for construction project managers;
3. Provide temporary Construction Health & Safety supervision, either full or part-time, of construction sites;
4. Perform the services of a construction site safety officer;
5. Provide analyses of construction contractors' prevention programs, with written recommendations to construction project managers;
6. Participate in orientation discussions on contractor responsibilities;

7. Provide Construction Health & Safety technical consulting services in order to resolve specific problems associated with construction work;
8. Provide Occupational Safety and Health (OSH) inspections in buildings;
9. Develop and / or analyze Construction Health & Safety work procedures and other documents related to the prevention of workplace accidents; and
10. Develop and deliver Construction Health & Safety training sessions for federal employees.

4.1 Nature of the Work and Additional Conditions

1. The Contractor will receive its mandates from CSC Construction Health & Safety teams or CSC managers.
2. The Work pertains to a secure Government of Canada (GoC) construction environment;
3. The Work requires climbing up and down ladders and scaffolding;
4. The Work requires entry into confined and very restricted spaces;
Note: If required to enter confined spaces, the Contractor must provide proof of having successfully completed training for work in confined spaces and first aid from a recognized organization. The Contractor must comply with prevailing entry procedures into confined or restricted spaces.
5. Depending on the progress of ongoing CSC construction projects, the Contractor may have to make several interventions in different locations within the same week;
6. It is also possible that there are more relaxed periods during which little or no interventions will be required.

5. Deliverables:

Specific Deliverables will be identified in the individual call-ups. The deliverables the Offeror / Contractor must produce include, but are not limited to the following:

1. Health & Safety inspections and assessments reports;
2. Health & Safety Audit reports;
3. Analyses of construction contractors' prevention programs, with written recommendations;
4. Construction Health & Safety work procedures and other documents related to the prevention of workplace accidents; and
5. Construction Health & Safety training sessions.

6. Constraints

The following constraints must be taken into account in the performance of the Work as described in this document:

6.1 Language Requirements:

Consistent with the requirements of the Official Languages Act, the Contractor must communicate in the official language chosen by each CSC location, English or French, such that:

- Verbal communications with all CSC sites and personnel in a given Region are available in the preferred Official Language as indicated by that Region's Language Profile.
- Written communications with all CSC sites and personnel in a given Region are available in the preferred Official Language as indicated by that Region's Language Profile.

The **Language Profile** of any CSC Region in Canada indicates the Official Language or Languages used for the operation and service delivery of all Institutions and personnel. The Language Profiles for CSC Regions are as follows:

Region	Official Language(s)
Atlantic (ATL)	English for all Institutions English and French for the Province of New Brunswick
Québec (QUE)	French for all Institutions
Ontario (ONT)	English for all Institutions
Pacific (PAC)	English for all Institutions

- All work deliverables must be completed in English as identified in the resulting call-up.
- All meetings, telephone or teleconference discussions, email correspondence, and other communications with the PA must be conducted in English as identified in the resulting call-up.

6.2 Documentation Requirements

The Contractor must provide documentation to the PA in the following formats:

1. All proposals, reports, spreadsheets, and general communication documentation between the Contractor and the PA in a form compatible with *Microsoft Office Suite*.
2. All technical documentation (e.g. as-built drawings, technical specifications, design drawings, etc.) in *AutoCAD 2013*.

6.3 Institutional Security/Lockdown

1. The Contractor(s) must be aware that they may be faced with delay or refusal of entry to certain areas at certain times (e.g., institutional lockdown or other security related emergencies) even if prior arrangements for access may have been made.
2. The Contractor(s) is/are advised to call a minimum of 24 hours in advance of delivery to ensure that planned access is still available.
3. If access is unavailable once they have arrived on-site, the Contractor(s) will adopt a workaround plan identified by the institution in question.
4. With the exception of sites located in remote locations, work at a nearby facility may be required.
5. Where remote sites are concerned, the Contractor(s) must confirm if an alternate site or re-attempt is required.

6.4 Institutional Operations

1. The Contractor must be aware that CSC is operation 24 hours per day, 7 days per week, and 365 days in managing the safety of the public, staff and federal offenders. The Contractor must take every precaution to minimize any disturbance to institutional operations. The Contractor and their staff on site must cooperate fully with operational staff and conform to all security requirements.

6.5 Contractor Requirements

In order to successfully carry out the Work the Contractor must comply with the following:

1. The Contractor must hold a valid driver's license;
2. The Contractor must have at their disposal and carry with them all the personal protective equipment required in the performance of their Work;
3. The Contractor must have at their disposal a working digital camera and know how to operate it;
 - a. cameras must be approved by the Warden prior to use in the penitentiary.
4. The Contractor must have daily access to an electronic mail service (email) and know how to transmit documents and photographs;
5. The Contractor must have a working cellular telephone at their disposal at all times during the performance of their duties.
 - a. Cell phones and wireless devices are not allowed inside CSC institutions.

6.6 Site Inspection Documents

The grids used for site inspections and any other documents that the Contractor is expected to produce (e.g. training documents, analysis grids, etc.) must be presented to CSC's PA for review and approval before use. It is possible that for some sites, the content of the documents may be modified, according to the nature of the work.

7. Location of Work

- Institutions that are identified by CSC for the Work are located across Canada. These Institutions are identified in **Attachment 1 to the SOW**.
- The Contractor must travel to the Institutions, on a site-by-site basis, following a strategy and timeline devised by the Contractor.
- The Contractor will be responsible for performing the Work and managing its personnel scheduling. This will require Contractor personnel to be on-site for some or all of the time the Work is underway. The travel and accommodations arrangements for the Contractor's personnel engaged the Work is entirely the responsibility of the Contractor. No other travel is anticipated.
- Any required in-person interactions with the CSC PA, at the discretion of the PA, must take place at CSC National Headquarters (NHQ) in the National Capital Region (NCR) or at the Regional Headquarter (RHQ). Where feasible, communications between the PA and the Contractor will take place by telephone, email, or teleconference. The Contractor is expected to be available for such interactions with notice of two (2) business day

8. Orientation Session

CSC will arrange for the firm selected to an orientation session to clarify how the Standing Offer works and give an understanding of CSC's commitments and responsibilities in terms of health and safety on construction projects. The orientation session will be held by the Director of Capital Projects and conducted via teleconference or WebEx as applicable.

9. Health and Safety

CSC has a duty to protect the health and ensure the safety of all persons working on Crown construction projects. It also acknowledges that federal and private-sector employees are entitled to all of the protection provided for in occupational health and safety regulations.

In fulfillment of this commitment and in order to improve protection of the health and safety of all those working on federal construction sites, CSC has undertaken to comply with provincial and territorial laws and regulations on occupational health and safety, in addition to meeting the demands of Part II of the Canada Labour Code. In taking on the work, on-site consultants must:

1. meet the requirements of the Act Respecting Occupational Health and Safety, the Canada Labour Code, Part II, and their regulations;
2. depending on the work environment, have at their disposal and use the personal protective equipment (PPE) required by the prevailing standards, laws and regulations. Purchase and maintenance of the PPE is the consultant's responsibility;
3. have in their possession a means of communication enabling them to respond to emergencies;
4. ensure that they have safe means of transportation so that their health and safety are not compromised;
5. be aware of their right to refuse any work that may endanger their health or safety and exercise that right when appropriate.

**ATTACHMENT 1 TO THE SOW
LIST OF INSTITUTIONS**

REGION		INSTITUTION / SITE	ADDRESS
Ontario	1	Bath Institution	5775 Bath Road, PO Box 1500, Bath, ON, K0H 1G0
	2	<i>Beaver Creek Institution</i> (Beaver Creek-Min.)	Beaver Creek Drive, PO Box 1240, Gravenhurst, ON, P1P 1Y2 (Lat. 44.9636; Long. -79.2994)
	3	<i>Collins Bay Institution</i> (Collins Bay)	1455 Bath Road, PO Box 190, Kingston, ON, K7L 4V9
	4	Grand Valley Institution for Women	1575 Homer Watson Boulevard, Kitchener, ON, N2P 2C5
	5	<i>Joyceville Institution</i> (Joyceville)	Highway 15, PO Box 880, Kingston, ON, K7L 4X9 (Lat. 44.3584; Long. -76.352)
	6	Millhaven Institution	Highway 33, PO Box 280, Bath, ON, K0H 1G0 (Lat. 44.1975; Long. -76.752)
	7	Warkworth Institution	County Road 29, PO Box 760, Campbellford, ON, K0L 1L0 (Lat. 44.2122; Long. -77.8075)

REGION		INSTITUTION / SITE	ADDRESS
Québec	20	<i>Archambault Institution</i> (Archambault)	242 Montée Gagnon, Sainte-Anne-des-Plaines, QC, J0N 1H0
	21	Cowansville Institution	400 Fordyce Avenue, Cowansville, QC, J2K 3G6
	22	Donnacona Institution	1537 Highway 138, Donnacona, QC, G3M 1C9
	23	Drummond Institution	2025 Jean-de-Brebeuf Boulevard, Drummondville, QC, J2B 7Z6
	24	<i>Federal Training Centre</i> (FTC)	6099 Levesque Boulevard East, Laval, QC, H7C 1P1
	25	Joliette Institution	400 Marsolais Street, Joliette, QC, J6E 8V4
	26	La Macaza Institution	321 Chemin de L'Aéroport, La Macaza, QC, J0T 1R0
	27	Regional Reception Centre	246 Montée Gagnon, Sainte-Anne-des-Plaines, QC, J0N 1H0
	28	Port-Cartier Institution	Chemin de L'Aéroport, PO Box 7070, Port-Cartier, QC, G5B 2W2 (Lat. 50.0558; Long. -66.8874)

REGION		INSTITUTION / SITE	ADDRESS
Atlantic	29	Springhill Institution	330 Mcgee Street, Springhill, NS B0M 1X0
	30	Dorchester/Shepody Healing Lodge	4902 Main St, Dorchester, NB E4K 2Y9
	31	Atlantic Institution	13175 8 Rte, Smiths Crossing, NB E9B 1T9
	32	Nova Institution	180 James St, Truro, NS B2N 6R8

REGION		INSTITUTION / SITE	ADDRESS
Pacific	33	William Head Institution	6000 William Head Rd, Victoria, BC V9C 0B5
	34	Matsqui Institution	33344 King Road PO Box 2500 Abbotsford, BC V2S 4P3
	35	Pacific Institution	33344 King Rd, Abbotsford, BC V2S
	36	Mountain Institution	4732 Cemetery Rd, Agassiz, BC V0M 1A0
	37	Kent Institution	4732 Cemetery Rd, Agassiz, BC V0M 1A0
	38	Kwkwexwelhp Lodge	P. O. Box 110, Harrison Mills, BC V0M 1L0
	39	Mission Institution (includes Ferndale Institution)	8751 Stave Lake Street, PO Box 60 Mission, BC V2V 4L8 33737 Dewdney Trunk Rd, Mission, BC V2V 6Y4
	40	Fraser Valley Institution	33344 King Rd, Abbotsford, BC V2S 6J5

ANNEX B

PROPOSED BASIS OF PAYMENT-Firm Hourly Rates

The Contractor will be paid firm hourly rates as follows, for work performed in accordance with a resulting Call-Up. Customs duties are included and Applicable Taxes are extra.

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

1.0 Professional Services provided with a Firm Price:

For professional services requested by Canada, Canada will pay the Contractor the firm price set out in the Contract based on the firm, all-inclusive hourly rates set out in this Annex, Applicable Taxes extra

2.0 Rates

	SO Period 1 (XX-XX-2018 to XX-XX-2019) (to be inserted at Contract Award)
Construction Health & Safety Consultants	All-inclusive firm rate per hour
Hourly rate during regular day (8AM to 4PM institution local time).	
Hourly rate for periods outside regular day, including evening, nights, weekends and statutory holidays.	
Hourly rate for travel time.	
Hourly rate for clerical support and administrative duties.	
TOTAL	\$XXX

	SO Period 2 (XX-XX-2019 to XX-XX-2020) (to be inserted at Contract Award)
Construction Health & Safety Consultants	All-inclusive firm rate per hour
Hourly rate during regular day (8AM to 4PM local institution time).	
Hourly rate for periods outside regular day, including evening, nights, weekends and statutory holidays.	
Hourly rate for travel time.	
Hourly rate for clerical support and administrative duties.	
TOTAL	\$XXX

SO Period 3 (XX-XX-2020 to XX-XX-2021) (to be inserted at Contract Award)	
Construction Health & Safety Consultants	All-inclusive firm rate per hour
Hourly rate during regular day (8AM to 4PM local institution time).	
Hourly rate for periods outside regular day, including evening, nights, weekends and statutory holidays.	
Hourly rate for travel time.	
Hourly rate for clerical support and administrative duties.	
TOTAL	\$XXX

SO Period 4 (XX-XX-2021 to XX-XX-2022) (to be inserted at Contract Award)	
Construction Health & Safety Consultants	All-inclusive firm rate per hour
Hourly rate during regular day (8AM to 4PM local institution time).	
Hourly rate for periods outside regular day, including evening, nights, weekends and statutory holidays.	
Hourly rate for travel time.	
Hourly rate for clerical support and administrative duties.	
TOTAL	\$XXX

SO Period 5 (XX-XX-2022 to XX-XX-2023) (to be inserted at Contract Award)	
Construction Health & Safety Consultants	All-inclusive firm rate per hour
Hourly rate during regular day (8AM to 4PM local institution time).	
Hourly rate for periods outside regular day, including evening, nights, weekends and statutory holidays.	
Hourly rate for travel time.	
Hourly rate for clerical support and administrative duties.	
TOTAL	\$XXX

Note: The Total Bid Price will be the total of SO Periods 1 through 5 inclusively divided by five (5).

3.0 Applicable Taxes

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

4.0 Payment by Credit Card (if applicable)

Canada requests that Offerors 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 Offeror 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 offer will be evaluated and scored in accordance with the following evaluation criteria.

- Mandatory Technical Criteria
- Rated Technical Criteria

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

1.2 LISTING EXPERIENCE WITHOUT PROVIDING ANY SUBSTANTIATING DATA TO SUPPORT WHERE, WHEN AND HOW SUCH EXPERIENCE WAS OBTAINED WILL RESULT IN THE STATED EXPERIENCE NOT BEING CONSIDERED FOR EVALUATION PURPOSES.

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

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

1.5 References must be provided for each project/employment experience.

- I. Where the stated experience was acquired within a Canadian Federal Government Department or Agency **as a Public Servant**, the reference must be a Public Servant who had a supervisory role over the proposed resource during the stated employment.
- II. Where the stated experience was acquired within a Canadian Federal Government Department or Agency **as a consultant**, the reference must be the Public Servant who was identified as the Project Authority of the project on which the proposed resource acquired the experience.
- III. References must be presented in this format:
 - a. Name;
 - b. Organization;
 - c. Current Phone Number; and
 - d. Email address if available

1.6 Response Format

- I. In order to facilitate evaluation of offers, it is recommended that Offerors' offers address the mandatory criteria in the order in which they appear in the Evaluation Criteria and using the numbering outlined.
- II. Offerors are also advised that the month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

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

NOTE: A minimum of two (2) resources must be available to provide the required services in the standing offer and must meet all the mandatory and rated requirements. These two resources must be clearly identified in the bid document, as well as any other persons in the firm who may provide services in connection with the standing offer.

MANDATORY TECHNICAL CRITERIA

#	Criterion	Ref
M1	<p>Each of the Bidder's proposed resources must have successfully completed a General Health and Safety on Construction Sites training in the province and/or region they are bidding on.</p> <p>Bidders must provide a copy of their certification or proof that training was successfully completed.</p>	
M2	<p>Each of the Bidder's proposed resources must have at least three (3) years of work experience in construction health and safety.</p> <p>Bidders must provide the following details as to how the stated experience was obtained:</p> <ol style="list-style-type: none"> 1. Name of the client(s) and contact information; 2. The total number of years of experience in performing the above mentioned work; 3. The start and end dates of the assignment(s); 4. Details about the work performed by the Bidder on the assignment(s) including deliverables; 5. A professional reference that can attest the Bidder's experience. <p>The Bidder's experience must have been acquired in the past ten (10) years prior to date of bid closing.</p>	
M3	<p>The Bidder's proposed resources must have successfully completed training for each of the following:</p> <ul style="list-style-type: none"> •lock-out procedures •confined spaces •fall protection <p>NOTE: The Bidder may propose up to two (2) resources to demonstrate compliance.</p> <p>Bidders must provide a copy of their certification or proof that training was successfully completed.</p>	

#	Criterion	Ref																				
M4	<p>Each of the Bidder's proposed resources must have completed a minimum of two (2) projects which required construction site inspections. At least one (1) of the projects must have been completed for a federal, provincial or municipal government Department, Agency or Crown Corporation.</p> <p>NOTE: The project must not have been for decontamination of sites to remove asbestos, lead, mould or other contaminants.</p> <p>The Bidder must provide the following details as to how the stated experience was obtained:</p> <ol style="list-style-type: none"> 1. Name of the client organization(s) and contact information; 2. Start and end date of the project; 3. Nature and scope of the project; 4. A professional reference that can attest the Bidder's experience. <p>The projects must have been completed in the ten (10) years prior to date of bid closing.</p>																					
M5	<p>The Bidder must confirm its capacity to deliver services in the CSC Region(s) it is bidding on:</p> <table border="1" data-bbox="261 852 992 1115"> <thead> <tr> <th>CSC Region</th> <th>CSC Region Description and Boundary</th> </tr> </thead> <tbody> <tr> <td>Atlantic Region (ATL)</td> <td>Provinces of Nova Scotia and New Brunswick.</td> </tr> <tr> <td>Ontario Region (ONT)</td> <td>Province of Ontario (east of Thunder Bay) and not including the NCR</td> </tr> <tr> <td>Québec Region (QUE)</td> <td>Province of Québec, not including the NCR</td> </tr> <tr> <td>Pacific Region (PAC)</td> <td>British Columbia</td> </tr> </tbody> </table> <p>The Bidder must indicate how it intends to deliver the services required by stating the name and address of the proposed Contractor/Sub-Contractor/Joint Venture that will provide services in the respective CSC Region(s).</p> <table border="1" data-bbox="261 1276 992 1560"> <thead> <tr> <th>CSC Region</th> <th>Name and address of proposed Contractor/Sub-Contractor/Joint Venture</th> </tr> </thead> <tbody> <tr> <td>Atlantic Region (ATL)</td> <td></td> </tr> <tr> <td>Ontario Region (ONT)</td> <td></td> </tr> <tr> <td>Québec Region (QUE)</td> <td></td> </tr> <tr> <td>Pacific Region (PAC)</td> <td></td> </tr> </tbody> </table> <p>Specific locations for Institutions can be found as Appendix 'A' to the SOW – List of CSC Institutions and Addresses.</p>	CSC Region	CSC Region Description and Boundary	Atlantic Region (ATL)	Provinces of Nova Scotia and New Brunswick.	Ontario Region (ONT)	Province of Ontario (east of Thunder Bay) and not including the NCR	Québec Region (QUE)	Province of Québec, not including the NCR	Pacific Region (PAC)	British Columbia	CSC Region	Name and address of proposed Contractor/Sub-Contractor/Joint Venture	Atlantic Region (ATL)		Ontario Region (ONT)		Québec Region (QUE)		Pacific Region (PAC)		
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#	Criterion	Ref
M6	<p>The Bidder must provide CV's for all proposed resources.</p> <p>The Bidder must include, as a minimum, in their CV:</p> <ol style="list-style-type: none"><li data-bbox="305 310 902 369">1. A covering letter which describes the details of their corporate and personal experience;<li data-bbox="305 380 574 407">2. Employment history;	

POINT RATED TECHNICAL CRITERIA

#	Criterion	Point rating	Proposal Ref
R1	<p>The Bidder's proposed resources have completed project(s) which required construction site inspections for a federal government Department, Agency or Crown Corporation.</p> <p>The Bidder must provide the following details as to how the stated experience was obtained:</p> <ol style="list-style-type: none"> 1. Name of the client organization(s) and contact information; 2. Start and end date of the project; 3. Nature and scope of the project; 4. A professional reference that can attest the Bidder's experience. <p>The project must have been completed in the ten (10) years prior to date of bid closing.</p>	<p>Five (5) points per project up to a maximum of thirty (15) points.</p>	
R2	<p>Any of the Bidder's proposed resources has completed a project in which they performed:</p> <ul style="list-style-type: none"> • prevention activities or inspections related to lockout procedures – 5 points • prevention activities or inspections to prevent falls from high places – 5 points • prevention activities or inspections for work in confined spaces – 5 points <p>, on construction sites, mines, factories, hospitals, schools or institutional buildings.</p> <p>The Bidder must provide the following details as to how the stated experience was obtained:</p> <ol style="list-style-type: none"> 1. Name of the client organization(s) and contact information; 2. Start and end date of the project; 3. Nature and scope of the project; 4. A professional reference that can attest the Bidder's experience. <p>The project must have been completed in the ten (10) years prior to date of bid closing.</p>	<p>Five (5) points per project up to a maximum of thirty (15) points.</p>	
	<p>Maximum available points : 30 Minimum passing mark: 15</p>	<p>Score:</p>	