RETURN OFFERS TO:	Title — Sujet:				
RETOURNER LES OFFRES À: Bid Receiving - Réception des soumissions:	FIRE FIGHTING EQUIPMENT Testing, Maintenance, and Repair (SCBA, FIRE EXTINGUISHERS & RANGE HOODS)				
Bid Receiving - Reception des sournissions.	Repair (OODA, TINE EXTINGOIO	IERO & RANGE HOODS			
Mailroom   Salle de Courier	Solicitation No. — Nº. de	Date:			
Regional Contracting and Materiel Services	l'invitation				
Régional de Contrats et de gestion du Matériel Ontario Region   Region de l'Ontario	21401-18-21-6063	05 December 2017			
Correctional Service of Canada	Client Reference No. — N°. de Ro	éférence du Client			
Service correctionnel du Canada	GETS Reference No. — Nº. de Référence de SEAG				
P. O. Box 1174   C.P. 1174 443 Union St. West   443 rue Union Ouest	Solicitation Closes —	Time Zone			
Kingston, ON K7L 4Y8		Fuseau horaire			
	L'invitation prend fin				
REQUEST FOR A STANDING OFFER	at /à : 1400 hrs	EDT			
<b>DEMANDE D'OFFRE À COMMANDES</b> Regional Individual Standing Offer (RISO)	On / Le : March 6, 2018				
Offre à commandes individuelle et régionale (OCIR)	<b>Delivery Required — Livraison exigé</b> See herein – Voir aux présentes	ee:			
(OCIK)	F.O.B. — F.A.B. Destination				
Canada, as represented by the Minister of the	Address Enquiries to — Soumet	tre toutes questions à:			
Correctional Service of Canada, hereby requests a	•	•			
Standing Offer on behalf of the Identified Users herein.	Pauline Cook, Regional Contract	ting Officer			
Le Canada, représenté par le ministre du Service	Pauline.cook@csc-scc.gc.ca				
correctionnel Canada, autorise par la présente, une offre	Telephone No. – N° de téléphone:	Fax No. – Nº de télécopieur:			
à commandes au nom des utilisateurs identifiés énumérés ci-après.	613-545-8300	613-536-4571			
chameres of apress					
Comments — Commentaires:	Destination of Goods, Services and	Construction			
This request for a Standing Offer does include provisions for security.	Destination des biens, services et co				
Cette Demande d'offre à commandes comprend de	Multiple as per call-up				
dispositions en matière de sécurité.	Multiples, selon la commande subséqu	ente.			
Vendor/Firm Name and Address —					
Raison sociale et adresse du fournisseur/de	Instructions: See Herein Instructions: Voir aux présentes				
l'entrepreneur :	instructions : voir aux presentes				
	Name and title of person authorized	to sign on behalf of			
	Vendor/Firm	-			
	Nom et titre du signataire autorisé d	u fournisseur/de l'entrepreneur			
Telephone # — № de Téléphone :					
	Name / Nom	Title / Titre			
Fax # — No de télécopieur :	Name / Nom	Title / Titre			
Fmail / Coursial					
Email / Courriel :	Signature	 Date			
GST # or SIN or Business # — N° de TPS ou NAS ou N° d'entreprise :	org. tatal o	24.0			
	(Sign and return cover page with o	ffer/			
	Signer et retourner la page de cou	verture avec l'offre)			
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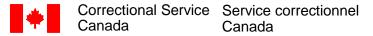
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#### **PART 1 - GENERAL INFORMATION**

#### 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 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

Correctional Service Canada in the Ontario region requires the recharging, maintenance and repair of ABC Dry chemical fire extinguishers, (store and cartridge operated types), BC Dry chemical fire extinguishers (store and cartridge operated types), carbon dioxide (C02) fire extinguishers, and nitrogen cartridges, SBCA and Range Hoods at our Institutions.

# 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. Security Requirements

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 – Security and Insurance Requirements, and Part 7 – Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Offerors should refer to the <u>Industrial Security Program</u> (ISP) of Public Works and Government Services Canada (http://ssi-iss.tpsgc-pwgsc.GC.ca/index-eng.html) website.

#### 5. 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 Canada Free Trade Agreement (CFTA)

# 6. 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.

# 7. 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="mailto:www.opo-boa.gc.ca">www.opo-boa.gc.ca</a>.

#### **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 <u>Standard Acquisition Clauses and Conditions Manual</u> (<a href="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</a>) issued by Public Works and Government Services Canada.

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

The 2006 (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: ninety (90) days

#### 2. Submission of Offers

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

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

#### 3. Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts 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* <u>Act</u> R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of

various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

# Former Public Servant in Receipt of a Pension

As per the above definitions, is the 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:

- name of former public servant;
- 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 <a href="Contracting Policy Notice: 2012-2">Contracting Policy Notice: 2012-2</a> and the <a href="Guidelines on the Proactive Disclosure of Contracts">Guidelines on the Proactive Disclosure of Contracts</a>.

# **Work Force Adjustment Directive**

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

If so, the Offeror must provide the following information:

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

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

# 4. Enquiries - Request for Standing Offer

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the Request for Standing Offer (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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 the Province of Ontario.

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**

#### 3.1 Offer Preparation Instructions

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

Section I: Technical Offer: two (2) hard copies
Section II: Financial Offer: one (1) hard copy
Section III: Certifications: one (1) hard copy

Section IV: Additional Information: one (1) hard copy

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

# Offerors are requested to submit their Financial Offer in an envelope separate from their technical 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 <a href="Policy on Green">Policy on Green</a>
<a href="Procurement">Procurement</a>
(http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html). To assist Canada in reaching its objectives, offerors should:

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

#### Section I: Technical Offer

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

#### Section II: Financial Offer

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

# Section III: Certifications

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

#### 5. Section IV: Additional Information

#### 5.1 Bidder's Proposed Site(s) or Premises Requiring Safeguarding Measures

(a) As indicated in Part 1 under Security Requirements, the Bidder must provide the full addresses of the Bidder's and proposed individuals sites or premises for which safeguarding measures are required for Work Performance:

Street Number / Street Name, Unit / Suite / Apartment Number City, Province, Territory / State Postal Code / Zip Code Country

(b) The Company Security Officer (CSO) must ensure through the Industrial Security Program (ISP) that the Contractor and individuals hold a valid security clearance at the required level, as indicated in Part 1, clause 1. Security Requirements.

#### 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 C – Evaluation Criteria**. Offers not meeting all mandatory criteria will be declared non-responsive and will be given no further consideration.

#### 4.1.2 Financial Evaluation

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

Offers will be assessed to arrive at an Evaluated Price based on the estimated annual usages provided herein at Annex B, Basis of Payment as indicated. The estimated annual usages provided herein are for the sole purpose of establishing an evaluation tool and are based only on best estimates. They may not reflect the actual usage and do not represent any commitment on the part of Canada.

Pricing must be provided for all Item numbers and years in the Basis of Payment,

The Extended Price for the Basis of Payment is the sum of the Unit Prices for each year multiplied by the Estimated Annual Usage.

The Evaluated Price of the Offer is the aggregate of the Extended Prices of all Items.

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.

#### 4.1.3 Certifications

Must be submitted in accordance with Part 3 - Offers Preparation Instructions and will be assessed and may result in a non-responsive offer.

# 4.1.4 Security Requirement

Before award of a contract, the following conditions must be met:

- a) the Bidder must hold a valid security clearance as indicated in Part 6 Resulting Contract Clauses:
- b) the Bidder must provide the name of all individuals who will require access to the work sites.

Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

# 4.1.5 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.

#### 4.1.6 Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

# **PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless 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 (<a href="http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html">http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html</a>). 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 (<a href="http://www.esdc.gc.ca/en/jobs/workplace/human\_rights/employment\_equity/federal\_contractor\_program.page?8\_ga = 1.229006812.1158694905.1413548969">http://www.esdc.gc.ca/en/jobs/workplace/human\_rights/employment\_equity/federal\_contractor\_program.page?8\_ga = 1.229006812.1158694905.1413548969</a>).

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 SACC Manual clause M3020C (2016-01-28) Status and Availability of Resources

# 2.4 Language Requirements - English Essential

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 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 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 - SECURITY AND INSURANCE REQUIREMENTS**

#### **6.1 Security Requirement**

Before issuance of a standing offer, the following conditions must be met:

- the Offeror must hold a valid security clearance as indicated in Part 7 Standing Offer and Resulting Contract Clauses;
- (b) the Offeror's proposed individuals requiring access to the work sites must meet the security requirements as indicated in Part 7 - Standing Offer and Resulting Contract Clauses;
- (c) the Offeror must provide the name of all individuals who will require access to the work sites:

Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful Offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.

# 6.2 Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a Standing Offer as a result of the request for Standing Offer, can be insured in accordance with the Insurance Requirements specified in Article 8 of Part 7B Resulting Contract Clauses.

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

# 6.3 Worker's Compensation Board - WSIB Clearance Letter

The Offeror must provide proof of current registration (Clearance Letter) with Worker's Compensation Board of Ontario (WSIB) confirming that the Bidder is active and in good standing.

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

#### PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

#### A. STANDING OFFER

#### 1. Offer

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

#### 2 Site Security Requirement

NIL security screening required as there is no access to sensitive information or assets.

Contractor personnel will be escorted in specific areas of the institution / site as and where required by Correctional Service of Canada personnel or those authorized by CSC to do so on its behalf.

Contractor personnel shall submit to a Canadian Police Information Centre (CPIC) verification of identity / information by CSC, and must adhere to institutional requirement for the conduct of searches prior to admittance to the institution / site. CSC reserves the right to deny access to any institution / site or part thereof of any Contractor personnel, at any time.

# 3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (<a href="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</a>) 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 it 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 (2017-06-21) 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 Standing Offer

The period for making call-ups against the Standing Offer is from 01 April 2018 to 31-March-2021.

# 4.2 Extension of Standing Offer

SACC Manual clause: M9014C (2008-05-12) Extension of Standing Offer.

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional Two (2) one (1) year option periods, from April 1, 2021 to March 31, 2023 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

# Can

# 5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Pauline Cook

**Authorities** 

Title: Regional Contracting Officer

Branch or Directorate:

Ontario Regional Headquarters Contracting & Material Services

Address:

443 Union Street West Kingston, Ontario K7L 4Y8

Telephone: 613-545-8300 Facsimile: 613-536-4571

E-mail address:Pauline.cook@csc-scc.gc.ca

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

# 5.2 Project Authority

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

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

# 5.3 Offeror's Representative (Please fill in the following information)

Name:	
Telephone:	
Email Address:	

#### 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 Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

# 7. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Correctional Service of Canada, Ontario Region and Institutional Sites within the Ontario Region.

#### 8. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the Call-up Against a Standing Offer form PWGSC-TPSGC 942 or an IFMMS electronic version.

# 9. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$10,000 (Applicable Taxes included).

#### 10. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$200,000.00 (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 six (6) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

#### 11. Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions Standing Offers Goods or Services
- d) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;
- f) the Offeror's offer dated \_\_\_\_\_ (insert date of offer).

# 12 Certifications and Additional Information

# 12.1 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.

#### 12.2 SACC Manual Clauses

SACC Manual clause: M3020T (2016-01-28) Status and Availability of Resources - Offers SACC Manual clause: M3020C (2016-01-28) Status and Availability of Resources - Standing Offer

# 13 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Ontario.

#### **7B. 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. 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 Task Authorization Process

The Project Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Annex "F".

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.

The Contractor must provide the Project Authority, within **Two (2)** 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.

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.

## 2.2 Task Authorization Limit

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

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

#### 2.3 Canada's Obligation - Portion of the Work - Task Authorizations

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor

#### 3. Standard Clauses and Conditions

#### 3.1 General 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> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) Manual issued by Public Works and Government Services Canada.

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

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

## 4. 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.

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.

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.

#### 5. Term of the Contract

#### **5.1 Period of Contract**

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

#### 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 <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 Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

# 7. Payment

# 7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price as specified in Annex "B"- Basis of Payment. 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 approved, in writing, by the Contracting Authority before their incorporation into the Work.

#### 7.2 Limitation of Price

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

#### 7.3 Single Payment

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

#### 7.4 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

SACC Manual clause M3800C (2006-08-15) Estimates;

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

# 7.5 Travel and Living Expenses

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

# 7.6 Invoicing Instructions

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

Invoices must be distributed as follows:

The original must be sent to the address shown on Page 1 of the Call-up against the Standing Offer.

# 8. Insurance

SACC Manual clause G1005C (2016-01-28) Insurance

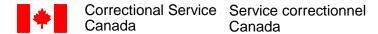
The Contractor must comply with the insurance requirements specified below. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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.

#### 9. 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
- (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.

#### 10. Closure of Government Facilities

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.

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.

#### 11. Tuberculosis Testing

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.

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

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

# 12. Compliance with CSC Policies

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.

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.

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

#### 13. Health and Labour Conditions

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.

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.

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.

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."

# 14. 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:

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;

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

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

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.

## 15. 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>.

## 16. Contract Administration

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

#### 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: <a href="www.bit.do/CSC-EN">www.bit.do/CSC-EN</a>.

# 18. Privacy

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.

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.

#### 19. Worker's Compensation

Offer agrees that all work shall be performed in full compliance with all safety procedures, guidelines and policies of the Occupational Health and Safety Regulations of WSIB, and to comply with the local site security policies.

It is mandatory that every contractor contracted for work must have an account with the Provincial Worker's Compensation Board/ Commission, and coverage shall be extended to cover all employees.

# ANNEX A STATEMENT OF WORK

The supply of new cylinders, cartridges, or fire extinguishers will not be included in this Standing Offer.

Cylinders, cartridges, and fire extinguishers received empty must be returned empty unless specified otherwise.

The dry chemical that is present in the fire extinguishers upon receipt must be reused when refilling the fire extinguishers unless specified otherwise.

Pricing for recharging dry chemical fire extinguishers must not include the dry chemical which will be shown as a separate item. Pricing for recharging all other cylinders, cartridges, and fire extinguishers must include materials required for recharging of container.

Hydrostatic testing shall include drying and leak testing of container.

#### 1. General

The work under this Requirement comprises the testing, recharging, maintenance and repair of various fire extinguishers; and must comply with all current Federal and Provincial acts and regulations, including the compliance with the requirement of subsection 6.2.4 of the National Fire Code "Inspection, Testing and Maintenance" of portable fire extinguishers; be in conformance with NFPA 10 "Standard for Portable Fire Extinguishers"; the CSA international Standard CSA Z-180.1-00 "Compressed Breathing Air and use of Respirators"; and Section 7 of the NFPA with regard to Fire Hoses testing and NFPA 12 for kitchen hood fire suppression systems.

#### 2. Type of Equipment to be inspected

- Fire Extinguisher CO2 Type
- Dry Chemical (Cartridge Type)
- Dry Chemical Types ABC and BC (non cartridge type)
- Pressurized water fire extinguishers
- SCBA Air Packs
- Low Temperature Extinguishers
- Foam Hand Held Extinguishers
- Flat and Reel Type Fire Hoses various sizes

The movement of equipment will be subject to the approval by the Project Authority

#### 3. Inspection & Testing Services

- -Kitchen Hoods fire Suppression Fire Inspection
- -Pressure Test Flat and Reel Type Fire hoses Contractor must provide replacements during tests.

## 4. Work is to Include

The contractor must supply all labor, materials and equipment required to carry out the work under this requirement which includes, but is not necessarily confined to the following:

Recharging and servicing, hydrostatic of nitrogen, stored pressurized water and carbon dioxide (CO2) fire extinguishers, air bottles, nitrogen cartridges and compressed gas cylinders. Recharging must include the cost of the O-rings



Repairs and maintenance to Fire Extinguishers, including the supply of parts required to maintain the extinguishers in good working condition.

Repair and maintenance of Fire Hoses

Recharging and Hydrostatic testing of SCBA air cylinders. Work excludes flow testing of MSA Fire Hawk M-7 SCBA'S and Ultra-Elite face pieces.

Inspection of Range Hood fire suppression systems.

#### 5. Contractor's Personnel

The Contractor must ensure that all work is completed by applicable licensed personnel.

## 6. Required Registrations, Licenses and Certifications

Transport Canada registered Facility

Air Testing Standards: Canadian Standards Association's (CSA) Z-180.1-00 the Canadian Standards Association for Compressed Breathing Air and Systems, Certificate of Compliance must have been issued to the contractor within the last six months and must be current for the duration of the SOA.

Whenever possible, provide onsite services. If service cannot be provided on site, the Contractor must provide replacement equipment. No CSC equipment will be removed from the institution without prior authorization from the SA (site Authority). Access to institutions shall be subject to any restrictions imposed by Correction Service Canada.

Supply transportation for the pickup and delivery of goods to and from institutions will be at no cost to CSC. Transportation shall be conducted in accordance with the Transportation of Dangerous Goods Act.

Supply shipping caps, when required, for cartridges and cylinders

Supply all materials and parts equal those existing, or as recommended by the original manufacturer of the equipment.

Not to commence repairs without a discrepancy report and authorization of the site authority.

Ensure the equipment is returned empty if it was taken empty unless specified to fill it by the site authority.

Ensure all testing is in accordance with NFPA 10, including leak testing, hydrostatic testing, repairs and modifications.

Ensure WHMIS stick on labels are included where applicable.

Ensure Hydrostatic testing includes drying and leak testing of container.

Ensure the site authority receives written inspection/deficiency reports on the work required or preformed.

# ANNEX B PROPOSED BASIS OF PAYMENT

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 rates set out in this Annex, Applicable Taxes extra.

# 2.0 Proposed Pricing Rates:

Formula that will be used to evaluate for lowest cost will be as per below:

Year #1 + Year #2 + Year #3 X Estimated Usage = Sub-Total, all Sub-Totals will be added up for a Total Bid. Lowest Bid as long as you met all of the mandatory technical evaluation criteria in Annex C will be the winner of the Standing Offer Agreement.

ITEM	DESCRIPTION	UNIT OF ISSUE	YEAR #1 UNIT PRICE	YEAR #2 UNIT PRICE	YEAR #3 UNIT PRICE	Estimated Usage	Sub- Total
1	KITCHEN HOODS  - Fire Suppression System Inspection for all Institutions for the Ontario Region	Per Each Inspection					
2	Extinguisher Dry Chemical Cartridge Type Yearly Inspection	Each					
	Hydrostatic Test	20 lbs					
	Recharge	20 lbs					
	Hydrostatic Test	30 lbs					
	Recharge	30 lbs					
3	Extinguisher Dry Chemical Non-Cartridge	Each					
	Hydrostatic Test - yearly	2.5 lbs					
	Recharge-yearly	2.5 lbs					
	Maintenance - every 6 years	2.5 lbs					
	Hydrostatic Test- yearly	5 lbs					
	Recharge-yearly	5 lbs					
	Maintenance - every 6 years	5 lbs					
	Hydrostatic Test- yearly	10 lbs					



# Correctional Service Service correctionnel Canada Canada

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	Recharge-yearly	10 lbs				1
	Maintenance -	10 lbs				
	every 6 years	<u> </u>				1
	Hydrostatic Test-	20 lbs				
	yearly					
	Recharge-yearly	20 lbs				
	Maintenance -	20 lbs				
	every 6 years					
	Hydrostatic Test-	30 lbs				
	yearly					
	Recharge-yearly	30 lbs				
	Maintenance -	30 lbs				
	every 6 years					
4	Extinguisher					
	Pressure Water	Each				
	Type A					
	Hydrostatic Test					
	Recharge					
5	MSA Air Packs	Each				
	Hydrostatic Test					
	Recharge					
6	O Ring					
	Replacement					
	(no charge for	Each				
	extinguishers) -					
	Extra for SCBA					
8	Self Contained					
	Breathing					
	Apparatus (SCBA)	Each				
	including MSA					
	Premium air SAR					
	System c/w					
	minute fully					
	wounded 3000					
	psig					
	Flow Test					
	Hydrostatic Test					
	Recharge					
9	Extinguisher CO2					
1	Yearly					
	Hydrostatic Test	10 lb				
	,					
	Recharge	10 lb				
	1.501141.90	10				
	Hydrostatic Test	20 lb	1			
	11, 41 3014110 1 001					
	Recharge	20 lb				
	rtoonargo					
10	Extinguisher					
.0	Low Temperature					
1	ABC - Yearly					
	Inspection					
	Hydrostatic Test	20 lb				1
	Recharge	20 lbs	<del> </del>			
<u> </u>	i Necharye	20 ID3	I		1	1



# Correctional Service Service correctionnel Canada

# Canada

	Hydrostatic Test	30 lbs			
	Recharge	30 lbs			
11	Extinguisher, Low				
	Temperature - Purple K				
12	Hand Held Foam	Each			
	Extinguisher,				
	Yearly Inspection				
13	Fire Hose Flat,				
	Yearly Pressure	Each			
	Test				
14	Fire Hose, Reel				
	Type (Stand Pipe),	Each			
	Yearly Pressure				
	Test				
				Total:	
15	Labour	Hourly			
16	Parts	MRSP%			
		Discount			

#### 3.0 **Applicable Taxes**

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.

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

# ANNEX C EVALUATION CRITERIA

#### 1.0 Technical Evaluation:

1.1 The following elements of the offer will be evaluated and scored in accordance with the following evaluation criteria.

#### **Mandatory Technical Criteria**

It is <u>imperative</u> that the offer <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:
    - Name;
    - Organization;
    - Current Phone Number: and
    - 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.

# **MANDATORY TECHNICAL CRITERIA - 6063**

#	Mandatory Technical Evaluation Criteria	Offeror Response Description (include location in offer)	Met/Not Met
M1	The Bidder firm must have a minimum of two (2) years experience providing fire protection equipment services,		
M2	The Bidder must ensure that all work is completed by applicable licensed personnel.  Copies of valid licenses for each proposed personnel must be submitted for review with the proposal.		
M3	The Bidder must be a Transport Canada registered Facility; and must provide proof of registration with their bid submission.		
M4	Air Testing Standards: Canadian Standards Association's (CSA) Z-180.1-00 the Canadian Standards Association for Compressed Breathing Air and Systems,  Certificate of Compliance must have been issued to the contractor within the last six months and must be current for the duration of the SOA.		
	Copy of certificate to be provided with bid submission.		