

#### **RETURN BIDS TO : RETOURNER LES SOUMISSIONS À :** Bid Receiving - Réception des soumissions:

Correctional Service of Canada Contracting and Materiel Services 3427 Faithfull Avenue Saskatoon SK S7K 8H6 Attn: Melanie Perrin RE: 51000-18-2682951B

# **REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION**

#### Proposal to: Correctional Service Canada

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

#### Proposition à: Service Correctionnel du Canada

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

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

#### Vendor/Firm Name and Address — Raison sociale et adresse du fournisseur/de l'entrepreneur :

Telephone # — Nº de Téléphone :

Fax # — No de télécopieur :

Email / Courriel : \_\_\_\_\_

GST # or SIN or Business # — N° de TPS ou NAS ou N° d'entreprise :

Solicitation No. — Nº. de l'invitatio	n Date:				
51000-18-2682951B	February 16, 2018				
Client Reference No. — Nº. de Réfé	rence du Client				
51000-18-2682951B					
GETS Reference No. — Nº. de Référence de SEAG					
Solicitation Closes — L'invitation prend fin					
at /à : 14 :00 CST					
on / le : March 28, 2018					
F.O.B. — F.A.B.					
Plant – Usine: Destination:	Other-Autre:				
Stony Mountain Institution, Stony Mounta	in, MB				
Address Enquiries to — Soumettre	toutes questions à:				
Melanie Perrin	-				
501Contracts@csc-scc.gc.ca					
Telephone No. – Nº de téléphone: 306-659-9253	Fax No. – Nº de télécopieur:				
Destination des biens, services et constru Stony Mountain Institution, Stony Mou Instructions: See Herein Instructions : Voir aux présentes					
-	I				
Delivery Required — Livraison exigée : See herein	Delivery Offered – Livrasion proposée : Voir aux présentes				
Name and title of person authorized to s	sign on behalf of Vendor/Firm				
Nom et titre du signataire autorisé du fo	ourmsseur/de i entrepreneur				
Name / Nom	Title / Titre				
Name / Nom	Title / Titre				
Name / Nom	Title / Titre				
Name / Nom	Title / Titre				
	Title / Titre Date				

# **TABLE OF CONTENTS**

# PART 1 - GENERAL INFORMATION

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

# **PART 2 - BIDDER INSTRUCTIONS**

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

# **PART 3 - BID PREPARATION INSTRUCTIONS**

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

# PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 1. Evaluation Procedures
- 2. Basis of Selection

# PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

# **PART 6 - RESULTING CONTRACT CLAUSES**

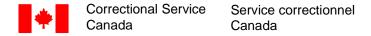
- 1. Security Requirement
- 2. Statement of Work
- 3. Standard Clauses and Conditions
- 4. Term of Contract
- 5. Authorities
- 6. Payment
- 7. Invoicing Instructions
- 8. Certifications and Additional Information
- 9. Applicable Laws
- 10. Priority of Documents
- 11. Termination on Thirty Days Notice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



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

# List of Annexes:

- Annex A Statement of Work
- Annex B Proposed Basis of Payment
- Annex C Security Requirements Check List (Not Applicable to this contract)
- Annex D Evaluation Criteria



# PART 1 - GENERAL INFORMATION

#### 1. Statement of Work

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

#### 2. Revision of Departmental Name

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

#### 3. Debriefings

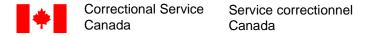
Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

#### 4. Trade Agreements

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

#### 5. Procurement Ombudsman

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



# PART 2 - BIDDER INSTRUCTIONS

#### 1. Standard Instructions, Clauses and Conditions

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

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

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

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

Delete: sixty (60) days Insert: ninety (90) days

#### 2. Submission of Bids

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

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

#### 3. Former Public Servants

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

#### Definitions

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

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



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

"pension" means a pension or annual allowance paid under the <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits</u> <u>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</u> <u>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</u> <u>Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension</u> <u>Plan Act</u>, R.S., 1985, c. C-8.

# Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes () No ()

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

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

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

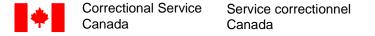
#### Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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



# 4. Enquiries – Bid Solicitation

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

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

#### 5. Applicable Laws

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

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

# **PART 3 - BID PREPARATION INSTRUCTIONS**

#### 1. Bid Preparation Instructions

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

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

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

Section III: Certifications: one (1) hard copy

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

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

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

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

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

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

# 2. Section I: Technical Bid

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

#### 3. Section II: Financial Bid

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

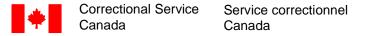
See Annex B – Proposed Basis of Payment for the Pricing Schedule format.

# 3.1 Exchange Rate Fluctuation

SACC Manual clause C3011T 2013-11-06 Exchange Rate Fluctuation

# 4. Section III: Certifications

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



# PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

#### 1. Evaluation Procedures

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

#### 1.1 Technical Evaluation

#### 1.1.1 Mandatory Technical Criteria

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

# **1.2 Financial Evaluation**

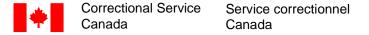
SACC Manual Clause A0220T (2014-06-26), Evaluation of Price - Bid

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

**Note to Bidders:** Table Totals will be calculated using the formula that follows the corresponding table in **Annex B – Proposed Basis of Payment.** 

#### 2. Basis of Selection

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



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

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

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

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

#### 1. Certification Required with the Bid

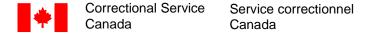
Bidders must submit the following duly completed certification as part of their bid.

#### 1.1 Integrity Provisions – Declaration of Convicted Offenses

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

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

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



# 2.1 Integrity Provisions – Required documentation

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

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

List of Names:

OR

The Bidder is a partnership

During the evaluation of bids, the Bidder must, within 10 working days, inform the Contracting Authority in writing of any changes affecting the list of names submitted with the bid.

# 2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

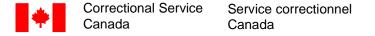
Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "<u>FCP Limited Eligibility to Bid</u>" list at the time of contract award.

#### 2.3 Language Requirements - English Essential

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

# 2.4 Certification:

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



# PART 6 - RESULTING CONTRACT CLAUSES

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

#### **1. Institutional Access Requirements**

- 1.1 NIL security screening required as there is no access to sensitive information or assets. Contractor personnel will be escorted at all times by Correctional Service Canada personnel or those authorized by CSC on its behalf. CSC has developed very stringent internal policies to ensure that the security of institutional operations is not compromised.
- 1.2 Contractor personnel must adhere to institutional requirements for the conduct of searches by Correctional Service Canada prior to admittance to the institution/site. Correctional Service Canada reserves the right to deny access to any institution/site or part thereof of any Contractor personnel, at any time.

#### 2. Statement of Work

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

#### 3. Standard Clauses and Conditions

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

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

#### 3.1 General Conditions

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

# 4. Term of Contract

#### 4.1 Period of the Contract

The period of the Contract is from April 1, 2018 to March 31, 2023 inclusive.

# 5. Authorities

#### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Contracts & Materiel Services Correctional Service Canada – Prairie Region 3427 Faithfull Avenue Saskatoon SK, S7K 8H6 Telephone: 306-659-9253 Email: <u>501Contracts@csc-scc.gc.ca</u>



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

[Fill in at contract award only.] 5.2 Project Authority

The Project Authority for the Contract is:

Name: (XXX) Title: (XXX) Correctional Service Canada Branch/Directorate: (XXX) Telephone: (XXX) Facsimile: (XXX) E-mail address: (XXX)

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

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

#### 5.3 Contractor's Representative

The Authorized Contractor's Representative is:

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

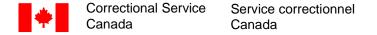
#### 6. Payment

#### 6.1 Basis of Payment

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

# 6.2 Limitation of Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex B for a maximum cost of \$ \_\_\_\_\_ insert the amount at contract award). Customs duties are excluded 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.

#### 6.3 Terms of Payment – Multiple Payments

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

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

#### 6.4 SACC Manual Clauses

SACC Manual clause A9117C (2007-11-30), T1204 - Direct Request by Customer Department SACC Manual clause C0710C (2007-11-30), Time and Contract Price Verification SACC Manual clause C0705C (2010-01-11), Discretionary Audit

#### 6.5 Travel and Living Expenses

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

#### 7. Invoicing Instructions

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

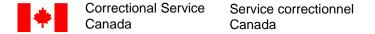
Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. current price list for all baiting products; finance has to be able to verify the pricing we are being invoiced for is correct
- 2. Invoices must be distributed as follows:
  - a. One (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract.

## 8. Certifications and Additional Information

#### 8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information



are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

#### 9. Applicable Laws

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

#### **10.** Priority of Documents

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

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

#### **11.Termination on Thirty Days Notice**

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

#### 12. Insurance – Specific Requirements

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

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

#### 12.1 Commercial General Liability Insurance

- 1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 2. The Commercial General Liability policy must include the following:



- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
- b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- I. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
- o. All Risks Tenants Legal Liability to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- p. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.



- q. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- r. Litigation Rights: Pursuant to subsection 5(d) of the <u>Department of Justice Act</u>, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

#### For the province of Quebec, send to:

Director Business Law Directorate, Quebec Regional Office (Ottawa), Department of Justice, 284 Wellington Street, Room SAT-6042, Ottawa, Ontario, K1A 0H8

#### For other provinces and territories, send to:

Senior General Counsel, Civil Litigation Section, Department of Justice 234 Wellington Street, East Tower Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to codefend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

# 13. Ownership Control

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

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

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

# 14. Closure of Government Facilities

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

# 15. Tuberculosis Testing

- 15.1 It is a condition of this contract that the Contractor or any employees of the Contractor who require entry into a Correctional Service of Canada Institution to fulfill the conditions of the contract may, at the sole discretion of the Warden, be required to provide proof of and results of a recent tuberculin test for the purpose of determining their TB infection status.
- 15.2 Failure to provide proof of and results of a tuberculin test may result in the termination of the contract.
- 15.3 All costs related to such testing will be at the sole expense of the Contractor.

# **16. Compliance with CSC Policies**

- 16.1 The Contractor agrees that its officers, servants, agents and subcontractors will comply with all regulations and policies in force at the site where the work covered by this contract is to be performed.
- 16.2 Unless otherwise provided in the contract, the Contractor shall obtain all permits and hold all certificates and licenses required for the performance of the Work.
- 16.3 Details on existing CSC policies can be found at: www.csc-scc.gc.ca or any other CSC web page designated for such purpose.

# 17. Health and Labour Conditions

- 17.1 In this section, "Public Entity" means the municipal, provincial or federal government body authorized to enforce any laws concerning health and labour applicable to the performance of the Work or any part thereof.
- 17.2 The Contractor shall comply with all laws concerning health and labour conditions applicable to the performance of the Work or part thereof and shall also require compliance of same by all its subcontractors when applicable.
- 17.3 The Contractor upon any request for information or inspection dealing with the Work by an authorized representative of a Public Entity shall forthwith notify the Project Authority or Her Majesty.

17.4 Evidence of compliance with laws applicable to the performance of the Work or part thereof by either the Contractor or its subcontractor shall be furnished by the Contractor to the Project Authority or Her Majesty at such time as the Project Authority or Her Majesty may reasonably request."

# **18. Identification Protocol Responsibilities**

The Contractor must ensure that the Contractor and each of its agents, representatives or subcontractors (referred to as Contractor Representatives for the purposes of this clause) comply with the following selfidentification requirements:

- 18.1 During the performance of any Work at a Government of Canada site, the Contractor and each Contractor Representative must be clearly identified as such at all times;
- 18.2 During attendance at any meeting, the Contractor or Contractor Representatives must identify themselves as such to all meeting participants;
- 18.3 If the Contractor or a Contractor Representative requires the use of the Government of Canada's email system in the performance of the Work, then the individual must clearly identify him or herself as the Contractor or an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under the e-mail account Properties. This identification protocol must also be used in all other correspondence, communication, and documentation; and
- 18.4 If Canada determines that the Contractor is not complying with any of the obligations stated in this article, Canada will advise the Contractor and request that the Contractor implement, without delay, appropriate corrective measures to eliminate recurrence of the problem.

# 19. Dispute Resolution Services

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

# 20. Contract Administration

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

# 21. Privacy

- 21.1 The Contractor acknowledges that Canada is bound by the Privacy Act, R.S.C. 1985, c. P-21, with respect to the protection of personal information as defined in that Act. The Contractor shall keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract, and shall not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract.
- 21.2 All such personal information is the property of Canada, and the Contractor shall have no right in or to that information. The Contractor shall deliver to Canada all such personal information in whatever



form, including all copies, drafts, working papers, notes, memoranda, reports, data in machinereadable format or otherwise, and documentation which have been made or obtained in relation to this Contract, upon the completion or termination of the Contract, or at such earlier time as the Minister may request. Upon delivery of the personal information to Canada, the Contractor shall have no right to retain that information in any form and shall ensure that no record of the personal information remains in the Contractor's possession.

# 22. Proactive Disclosure of Contracts with Former Public Servants

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

# 23. Information Guide for Contractors

Prior to the commencement of any work, the Contractor certifies that its employees, or employees of its subcontractors, working under contract for CSC will complete the applicable Module(s) and retain the signed checklist(s) from the CSC "Information Guide for Contractors" website: www.bit.do/CSC-EN.

# 24. Government Site Regulations

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



Mandatory site visit:

You are required to attend a mandatory site visit for Pest Control Services at Stony Mountain Institution if you wish to bid on this service contract. Your quotation will be deemed non-responsive if you have not attended the site visit.

# If you previously attended the mandatory site visit held on October 10, 2017, then you are not required to attend this one, but it is highly recommended as there were numerous changes to the Statement of Work.

The site visit is scheduled for March 6, 2018 at 10:00 hours (local time).

You must confirm your attendance to Shelley Goertzen at <u>Shelley.Goertzen@csc-scc.gc.cca</u> by 14:00 hours (local time), March 2, 2018.

Any cell phones, cameras or cigarettes are not allowed in the institution therefore must be left in your vehicles.

# 1. Background:

Stony Mountain Institution is a multi level security Federal Government Prison located approximately 11 kilometers north on Highway #7 North at Stony Mountain, Manitoba. There is approximately 650 and up to 750 offenders and has a minimum-security federal prison housing approximately 160 and up to 250 offenders. Both are Correctional Service of Canada (CSC) facilities located at adjacent to the town of Stony Mountain, Manitoba.

# 2. Objective:

Stony Mountain Institution requires pest control services over a 5-year fiscal period.

# 3. Tasks:

The service technicians must be licenced and certified by the Province of Manitoba in the categories for service and the products being consumed.

The contractor must provide all material, labour, equipment, supervision and recommendations necessary to disinfect, fumigate and eradicate pests of all types; including but not limited to: insects - such as bees, mosquitos, flies, sow beetles, etc.; rodents – such as mice, rats, gophers, skunks, etc. and birds (including protected and non-protected species) in accordance with this Scope of Work.

#### Monthly inspection:

Estimated level of effort: 4 hours for 1 technician An inspection day of the 3<sup>rd</sup> Wednesday of each month is preferred.

- 1. The contractor must perform monthly inspections of the following areas: Visits (V&C), Private
  - Family Visits (PFV's), Health Services, Food Services and the Stores Warehouse.
    - a. Visits (V&C), main areas of concern are crawling insects and rodents
    - b. Private Family Visits (PFV's), main areas of concern are bed bugs, rodents and crawling insects
    - c. Health Services, main areas of concern are rodents and crawling insects
    - d. Food Services, (food processing and storage) main area of concern are rodents, crawling and flying insects



- e. Stores Warehouse, (dry goods & food storage) main area of concern are rodents
- 2. All other areas of the site will be inspected on a rotating basis or as required, being determined by the Project Authority or their designate.
- 3. The contractor must continuously benchmark all service functions, recommending alternative innovative products and technologies for continuous pest control improvement.
- 4. The areas of pest control include the buildings, perimeter walls, fence lines, site grounds, and the underground Institutional tunnel system.
- 5. All bait stations, monitoring stations, fly lights and other pest control equipment is owned by the Institution as purchased from and supplied by the contractor. Newly purchased equipment will be supplied baited and ready to use.
- 6. Each control devise in the designated inspection area will be checked, emptied as needed, cleaned, rewound and / or rebaited.
- 7. The contractor must dispose of all trapped or captured rodents and used supplies in an appropriate manner.
- 8. Attached to each device will be a service data sticker which indicates the bait contained and the date of last service.
- 9. The application of pesticides or fumigations must be approved by the Project Authority prior to the applications.
- 10. All chemicals, baits or pesticides used or consumed must comply with the requirement of the relevant government authorities and be the least toxic to the environment and humans.
- 11. All bait and pesticide formulations used must be monitored to avoid pest tolerance.
- 12. The contractor shall respond to all pest control call-backs within 24 hours that may be required after the monthly inspection and baiting.
- 13. Prior to use of any chemical or bait, an SDS (formally MSDS) sheet must be provided to the Project Authority or Designate.
- 14. Contractor's representative/technician must have numbered work orders detailing the areas of inspection, problems encountered and work performed. These work orders must be signed by the Project Authority or designate indicating the work has been completed; a copy is to remain with the Project Authority.
- 15. For the control of larger animals, such as skunks it is required that they are trapped and removed live from the site for proper disposal; under no circumstances shall these animals be euthanized or disposed of on site.

# Yearly mass baiting:

Estimated level of effort: 6 to 8 hours for 2 technician

Estimated amount of materials required: 400 mini bait packages

- 1. Once a year mass baiting is required in the underground tunnel system beneath the Institution and surrounding fields.
- 2. The under site baiting is the even distribution of mini place packs (25-gram size) of rodenticide pellets.
- 3. Dated or expired mini bait packages must be removed and replaced with new bait.
- 4. Distribution and placement of the mini bait packages is determined by the service technicians experience in controlling rodents in an open underground tunnel environment.
- 5. The tunnel system beneath the Institution is classified as a confined space; the contractor must supply all staff and equipment necessary to enter the confined space, meeting all the rules and regulations of confined space entry of Stony Mountain Institution.



6. The under site baiting must be performed on a weekend to minimize contact and / or interaction with the offender population.

# **Burrowing Baiting:**

Estimated level of effort:

Is determined by the area being baited, estimated from 2 to 8 hours per baiting for 1 technician and a follow up visit. This baiting may be requested approximately 4 times per year.

- 1. Gopher control is performed as required and determined by the Project Authority.
- 2. The areas of control are:
  - a. Security yard fence line
  - b. The field and pond area directly in front of the Institution, approximately 5 acres
  - c. The field area between the Institution and the town, approximately 15 acres.
  - d. Around offender houses and other out buildings
- 3. Protected species and migratory birds must not be affected by any control program.
- 4. Animals such as badgers, foxes, muskrats and woodchucks must be live trapped and released in an non urban area.
- 5. Underground cabling and sensors must be taken into consideration when determining the type of eradication method used.
- 6. Bait and placement is to be determined by the service technicians best experience.
- 7. A follow up inspection is required within 3 days to remove any surface dead gophers.

# Bed Bugs:

- 1. The Institution has not experienced a Bedbug infestation; monthly monitoring and inspections is required (as point 1 in Monthly Tasks).
- 2. Prior to the implementation of a bedbug eradication program, the following must be provided to the Project Authority for program approval:
  - a. Physical evidence showing the existence of bedbugs
  - b. A written or electronic report detailing the findings of the bed bug inspection
    - i. Included in the report will be the suggested method(s) of eradication that is best suited for the situation and location of infestation.
    - ii. Any special considerations the Institution must take or provide during the eradication program
    - iii. The planned delivery and follow up inspections necessary to confirm complete removal of the bedbugs
    - iv. A break down of all costs related
- 3. Any bedbug eradication program can only be approved by the Project Authority prior to implementation.

# Product Installation Charges (for items requiring mounting)

- 1. It is recognized that some pest control devises require simple floor mounting, wall mounting or ceiling mounting, (i.e. fly lights)
- 2. The Pest Control Contractor agrees to provide such mounting services as approval by the Project Authority or their Delegate.
- 3. Building redesign or construction is not considered as simple mounting, anything of this nature is considered as Special Projects and not covered under this contract.



4. Correctional Service Canada agrees to pay a minimum 1-hour charge should the mounting take less than 1 hour.

The Contractor must provide personnel who have confined space training as required. The Project Authority may ask at any point for proof of certification.

The Contractor must respond to emergency calls within 2 hours.

Hours of Work – The hours of work/schedule will be agreed upon by the Contractor and Project Authority and done such that there will be a minimum of impact to the normal institutional routine. All work and requests from the Contractor will be addressed to the Project Authority and or his delegate. Regular Daytime Hours is Monday – Friday 8:00 am – 4:00 pm

#### 4. Deliverables

Contractor's representative/technician must have numbered work orders signed by the Project Authority or designate indicating that the work has been completed and a copy is to be left with the Project Authority.

Prior to the use of any chemical or bait, a SDS (formally Material Safety Data Sheets, MSDS) must be provided to the Project Authority or Designate.

#### 5. Location of work:

- a. The Contractor must perform the work at Stony Mountain Institution, 11 kilometers north on Highway #7 North at Stony Mountain, Manitoba
- b. Travel

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

#### 6. Language of Work:

The contractor must perform all work in English. All reports/documentation must be presented in English.

# 7. Security:

All contractor personnel are required to sign in at the Construction Escort Office located at the south end of building C-17 (Stores) on arriving at site for work, and sign-out, when leaving.

All contractor personnel must be escorted at all times by the project authority or their designate in the performance of the monthly site inspections.

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

#### 8. Constraints:

A list of all tools and equipment to be utilized will be provided to the officer in charge of the Principle entrance.



Correctional Service Canada

Service correctionnel Canada

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



# 1.0 Contract Period

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

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

		Contract Period Year 1 (April 1, 2018 to March 31, 2019)	Contract Period Year 2 (April 01, 2019 to March 31, 2020)	Contract Period Year 3 (April 01, 2020 to March 31, 2021	Contract Period Year 4 (April 01, 2021 to March 31, 2022	Contract Period Year 5 (April 01, 2022 to March 31, 2023	Evaluation Committee to complete Average (Year 1 + Year 2 + Year 3 + Year 4 + Year 5) /5
A	Monthly Inspection – *All- inclusive cost per monthly inspection as outlined in Annex A #3 (includes bait products)	\$ /month	\$ /month	\$ /month	\$ /month	\$ /month	
в	Regular – Daytime Price per Hour Rate Monday – Friday 8:00 a.m. to 4:00 p.m.	\$ /hour	\$ /hour	\$ /hour	\$ /hour	\$ /hour	
с	All hours outside Regular – Daytime Hourly Rate above Price Per Hour	\$ /hour	\$ /hour	\$ /hour	\$ /hour	\$ /hour	
D	Removal of Live Animals – *All- inclusive cost per animal	\$ /animal	\$ /animal	\$ /animal	\$ /animal	\$ /animal	
E	% Discount off MSRP for Baiting products (application would be done by the service technician at the time of service) Baiting products must be listed separately on all invoices	%	%	%	%	%	

\*All inclusive is defined as all labour, equipment, travel time, bait and materials/products to complete the required tasks.

The bid with the lowest total evaluated cost that meets all of the mandatory technical criteria will be awarded the contract.



Evaluation (to be completed by the evaluation committee):

Total evaluated cost =	\$	-
5 year average discount from row e x \$15000 = (f) \$15000 - (f) =	+\$	
5 year average cost of row d x 25 animals =	+\$	
5 year average cost of row c x 45 hours =	+\$	
5 year average cost of row b x 250 hours =	+\$	
5 year average cost of row a x 60 months =	+\$	

Note: All numbers above are estimates for evaluation purposes only and are not to be construed as actual amounts.

# 2.0 Applicable Taxes

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



(N/A to this contract)



# 1.0 Technical Evaluation:

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

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

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

# 1.6 Response Format

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



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

# MANDATORY TECHNICAL CRITERIA

#	Mandatory Technical Criteria	Bidder Response Description (include where to find in bid package)	Met/Not Met
M1	Must have attended the Mandatory Site visit.	The site will provide a copy of the attendance sheet to the board committee.	
M2	The bidder must include <u>with their</u> <u>bid</u> , proof that they are licensed in Manitoba as a pest control operator.		