



**RETURN OFFERS TO**

Bid Receiving :

Correctional Service of Canada  
**Contracting and Material Services**  
250, montée St-François  
Laval (Québec) H7C 1S5  
Téléphone : 450-661-9550 poste 3299  
**Att : Martine Pilon**

**E-MAIL :**

[Martine.A.Pilon@CSC-SCC.GC.CA](mailto:Martine.A.Pilon@CSC-SCC.GC.CA)  
(10MB maximum by Email)

**FAX :**

**450-664-6615 - Office Bid**

**REQUEST FOR A STANDING OFFER**

Regional Individual Standing Offer (RISO)

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

**Comments :**

« THIS DOCUMENT DOES NOT CONTAIN  
A SECURITY REQUIREMENT »

**Vendor/Firm Name and Address :**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone N° : \_\_\_\_\_

Fax N°: \_\_\_\_\_

E-Mail : \_\_\_\_\_

GST# or SIN or Business# : \_\_\_\_\_

<b>Title:</b> Plumbing & Heating Services	
<b>Solicitation N°:</b> 21C22-19-2855619	<b>Date:</b> April 25, 2018
<b>Client Reference N° :</b> 21C22-19-2855619	
<b>GETS Reference N° :</b> PW-18-00825796	
<b>Solicitation Closes:</b> <b>At :</b> 2:00 p.m. <b>On :</b> May 11, 2018	<b>Time Zone :</b> (ADT) Atlantic Daylight Time
<b>Delivery Required :</b> See Herein	
<b>F.O.B.:</b>	
Plant :	Destination: X Other:
<b>Address Enquiries to :</b> <i>Martine Pilon</i> A/Senior Procurement Officer <a href="mailto:Martine.A.Pilon@csc-scc.gc.ca">Martine.A.Pilon@csc-scc.gc.ca</a>	
<b>Telephone N°:</b> 450-661-9550 ext.: 3299	<b>Fax N° :</b> 450-664-6615
<b>Destination of Goods, Services and Construction:</b> Multiple as per call-up	
<b>Dorchester Penitentiary</b> 4902, Main Street Dorchester (NB)	<b>Springhill Institution</b> 330, Mc Gee Street Springhill (NS)
<b>Security :</b> This request for a Standing Offer does not include provisions for security.	
<b>Instructions:</b> See Herein	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm :</b>	
_____ Name	_____ Title
_____ Signature	_____ Date
(Sign and return cover page with offer)	



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## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

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

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

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

### **2. Summary**

Provide services as and when requested of all necessary skilled labour, material, tools and equipment required to perform plumbing and heating work including installations, removals, and repairs relative to new constructions and renovations as specified by the Project Authority on an as requested basis.

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

### **3. Revision of Departmental Name**

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

### **4. Debriefings**

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



## 5. Procurement Ombudsman

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

## 6. Multiple Standing Offers

It is intended to result in the award of up to a maximum of two (2) Standing Offers, one (1) per institution or the same for the two (2) institutions in the CSC, Atlantic Region.

See example following:

One (1) Standing Offer for Springhill Institution and;

One (1) Standing Offer for Dorchester Penitentiary or;

One (1) Standing Offer for both - Springhill Institution & Dorchester Penitentiary.

Each Standing Offer will be for a period of three (3) years or until such time as Canada no longer considers them to be advantageous to use them.



## PART 2 - OFFEROR INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

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

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

The 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.

#### 1.1 SACC Manual Clauses

SACC Manual clause M0019T (2007-05-25), Firm Price and(or) Rates

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

### 2. Submission of Offers

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

### 3. Former Public Servant

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

#### Definitions

For the purposes of this clause,

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

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

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



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

#### **Former Public Servant in Receipt of a Pension**

As per the above definitions, is the Offeror a FPS in receipt of a pension?

YES ( ) NO ( )

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

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

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

#### **Work Force Adjustment Directive**

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

YES ( ) NO ( )

If so, the Offeror must provide the following information:

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

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

#### **4. Enquiries - Request for Standing Offer**

All enquiries must be submitted in writing to the Standing Offer Authority no later than 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 New-Brunswick and Nova Scotia.

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





## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **1. Offer Preparation Instructions**

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

Section I: Technical Offer: **deux (2) hard copy**

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

Section III: Certifications: **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 [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Offerors should:

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

#### **Section I: Technical Offer**

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

#### **Section II: Financial Offer**

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

#### **Section III: Certifications**

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



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

### **1. Evaluation Procedures**

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

#### **1.1. Technical Evaluation**

##### **1.1.1 Mandatory Technical Criteria**

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

#### **1.2 Financial Evaluation**

##### **1.2.1 SACC Manual clause M0220T (2016-1-28), Evaluation of Price - Bid**

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

### **2. Basis of Selection**

- 2.1 An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria 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 (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>). Offerors must submit this form to Correctional Service of Canada with their offer.

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

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



## 2.1 Integrity Provisions – Required documentation

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

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

List of Names:

_____	_____
_____	_____
_____	_____
_____	_____

**OR**

- The Offeror is a partnership

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

## 2.2 Federal Contractors Program for Employment Equity – Standing Offer Certification

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

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

## 2.3 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.

## 2.4 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 - INSURANCE REQUIREMENTS**

### **1. 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 Annex C.

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.



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

### **A. STANDING OFFER**

#### **1. Offer**

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

#### **2. Institutional Access Requirements**

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.

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.

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

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

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

##### **3.1 General Conditions**

2005 (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 the Standing Offer**

The period for making call-ups against the Standing Offer Agreement is from date of Standing Offer issuance to three (3) years later or until such time as Canada no longer considers them to be advantageous to use them.

#### **5. Authorities**

##### **5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: **Martine Pilon**  
Title: Acting Senior Procurement Officer  
Correctional Service of Canada  
Branch or Directorate: Contracting and Materiel Services  
Telephone: 450-661-9550 ext. 3299  
Facsimile: 450-664-6626  
E-mail address: [Martine.A.Pilon@csc-scc.gc.ca](mailto:Martine.A.Pilon@csc-scc.gc.ca)



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

**5.2 Project Authority** *(To be completed at the Standing Offer award)*

The Project Authority for the Standing Offer is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

**5.3 Offeror's Representative** *(Offerors are to provide the following information)*

The Offeror's Representative for the Standing Offer is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
E-mail address: \_\_\_\_\_

**6. Proactive Disclosure of Contracts with Former Public Servants**

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

**7. Identified Users**

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

*CORCAN Construction  
Atlantic Region*

**8. Call-up Procedures**

**9. Call-up Instrument**

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

**10. Limitation of Call-ups**

Individual call-ups against the Standing Offer must not exceed \$100,000.00 (Applicable Taxes included).



## **11. Financial Limitation** *(To be completed at the Standing Offer award)*

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

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

## **12. Priority of Documents**

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010C (2016-04-04) General Conditions – Services (medium complexity);
- e) Annex A, Statement of Work;
- g) Annex B, Basis of Payment;
- h) Annex C, Insurance Requirements;
- j) the Offeror's offer dated \_\_\_\_\_ *(To be completed at the Standing Offer award)*.

## **13. Certifications and Additional Information**

### **13.1 Compliance**

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

## **14. Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in New-Brunswick and Nova Scotia.





## **B. RESULTING CONTRACT CLAUSES**

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

### **1. Statement of Work**

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

### **2. Standard Clauses and Conditions**

#### **2.1 General Conditions**

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

### **3. Term of Contract**

#### **3.1 Period of the Contract**

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

### **4. Proactive Disclosure of Contracts with Former Public Servants**

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

### **5. Payment**

#### **5.1 Basis of Payment**

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

#### **5.2 Limitation of Expenditure**

Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_XXX. Customs duties are included and Applicable Taxes are extra.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
- b. four (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.



### 5.3 Multiples payments

SACC Manual clause H1000C (2008-05-12), Multiple Payments

### 5.4 SACC Manual Clauses

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

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

SACC Manual clause A9117C (2007-11-30), T1204 – Direct Request by Customer Department

SACC Manual clause C0705C (2010-01-11), Discretionary Audit

SACC Manual clause C0710C (2007-11-30), Time and Contract Price Verification

### 5.5 Travel and Living Expenses

There are no travel and living expenses associated with the Standing Offer.

### 5.6 Payment of Invoices by Credit Card *(if applicable)*

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

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

## 6. Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
  - b. a copy of the release document and any other documents as specified in the Standing Offer;
  - c. a copy of the invoices, receipts, vouchers for all direct expenses.
2. Invoices must be distributed as follows:
    - a. The original and one (1) copy must be forwarded to the Project Authority for certification and payment.

## 7. Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified Annex C. 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.



## **8. Ownership Control**

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

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

## **9. Closure of Government Facilities**

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

## **10. Tuberculosis Testing**

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

## **11. Compliance with CSC Policies**

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



## 12. Health and Labour Conditions

- 12.1 In this section, "Public Entity" means the municipal, provincial or federal government body authorized to enforce any laws concerning health and labour applicable to the performance of the Work or any part thereof.
- 12.2 The Contractor shall comply with all laws concerning health and labour conditions applicable to the performance of the Work or part thereof and shall also require compliance of same by all its subcontractors when applicable.
- 12.3 The Contractor upon any request for information or inspection dealing with the Work by an authorized representative of a Public Entity shall forthwith notify the Project Authority or Her Majesty.
- 12.4 Evidence of compliance with laws applicable to the performance of the Work or part thereof by either the Contractor or its subcontractor shall be furnished by the Contractor to the Project Authority or Her Majesty at such time as the Project Authority or Her Majesty may reasonably request."

## 13. Identification Protocol Responsibilities

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

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

## 14. Dispute Resolution Services

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

## 15. Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by ( *the supplier 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](mailto:boa-opo@boa-opo.gc.ca).

#### **16. 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](http://www.bit.do/CSC-EN).



## **ANNEX A - STATEMENT OF WORK**

### **PLUMBING & HEATING SERVICES**

#### **OBJECTIVE**

The Correctional Service of Canada (CSC) – *CORCAN Construction* is looking for a contractor to provide as and when requested Plumbing & Heating Services at Dorchester Penitentiary and/or Springhill Institution, Atlantic Region.

#### **BACKGROUND – CORRECTIONAL SERVICE CANADA (CSC)**

CSC contributes to public safety through the custody and reintegration of offenders. Specifically CSC is responsible for administering court-imposed sentences for offenders sentenced to two (2) years or more. This includes both the custodial and community supervision of offenders with Long Term Supervision for periods of up to ten (10) years. CSC is currently responsible for approximately 15,000 incarcerated offenders and 7,000 offenders actively supervised in the community.

The Mandate of *CORCAN Construction* is to provide employment and employability skills training to offenders incarcerated in federal penitentiaries. When deemed appropriate by *CORCAN Construction*, the Contractor as part of this Standing Offer may be required to assist in the Mandate by working with offenders. The Offenders will be considered unskilled labour and the Contractor will help them gain knowledge and skills in the trade being carried out. The offenders are employed by *CORCAN Construction* and no financial obligations are required of the subcontractor as a result of having them as part of the workforce. The offenders are considered to have the potential to be productive upon receiving training necessary to their work and will be removed or replaced upon request from the Contractor should they not show improvement or interest in the work they are tasked with.

#### **SCOPE**

The Work involves:

The Contractor must provide all necessary labour, material, tools and equipment required to successfully perform Plumbing & Heating Work. This includes installations, removals, and repairs relative to new construction and renovations, as specified by the Project Authority on an as requested basis from Dorchester Penitentiary and/or Springhill Institution.

#### **TASKS & RESPONSIBILITIES**

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

1. The Contractor must respond to request for service within one Business day of being notified;
2. Provide as and when requested skilled labour, material, tools and equipment required to perform Plumbing & Heating work including installations, removals, and repairs relative to new construction and renovations as specified by the Project Authority on an as requested basis;
3. Upon issuance of Call-up, the Contractor must provide on demand, a detail estimate and a proposed work schedule for each work project;
4. Application of required Plumbing & Heating Permits and submission of all required certifications;
5. Perform all other required Heating & Plumbing repairs and installations as requested and authorized by the Project Authority;
6. Upon completion of the work, the Contractor must provide a written confirmation which confirms that all work performed by the Contractor has been inspected and is compliant with the National Building Code



as well as all applicable Provincial building code(s). The most stringent requirements must take precedence;

7. The Contractor must be required to assist in the Mandate by working with Offenders;
8. The Contractor must clean the work area and any other space that has been affected by their activity;
9. Changes to work must only be made on receipt of written instructions from the Project Authority. Any resulting adjustment to the cost of the work must be agreed upon by the Project Authority and the Contractor, and must represent the reasonable and proper costs incurred by or savings accruing to the Contractor.
10. Any required repairs outside the scope of the call-up will not be made without prior approval of the Project Authority. An estimate for these repairs must be submitted, at no cost, to and approved by the Project Authority and an amendment to the Call-up will be obtained prior to the commencement of that work. Rates must be in accordance with the Price Schedule in Annex B. The Project Authority reserves the right to accept or reject the bid and seek other prices and contractors to do the work.
11. The Project Authority reserves the right to verify/substantiate qualifications of any person(s) performing work under this Standing Offer. The Contractor must ensure that all labour on the project have received the occupational health and safety training required by federal and provincial laws for construction and work in industrial and commercial sites, including but not limited to fall protection.

#### **REPAIRS AND REPLACEMENT PARTS**

1. Materials and parts used for repairs or replacement of equipment and fixtures must be new and only genuine manufacturer's replacement parts or those specified by the manufacturer. Substitute parts may only be installed provided such parts are equal to manufacturer's specifications. Substitute parts may only be installed with the permission of the Project Authority.
2. Unspecified Material must be reimbursed at Laid-Down Cost, as supported by invoices, plus a mark-up as established in Annex "B". The Laid-Down Cost is the sum of the product and transportation, exchange, customs and brokerage costs. The Contractor's Mark-Up on Material covers overhead, profit, and all other expenses.
3. The Contractor must have written approval by the Project Authority and obtain a job/work order to perform new installations, repairs and replace parts outside the scope of the Call-up.
4. *CORCAN Construction* may, at own discretion, source and provide to the contractor Free Issue Materials to incorporate into the scope of work being carried out. Free Issue Materials are any materials which are supplied by *CORCAN Construction* to the Contractor without charge.

#### **DELIVERABLES**

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

1. Shop drawings and manufacturer's instructions and specifications for all new installations;
2. All work performed by the Contractor has been inspected and is compliant with the National Building Code as well as all applicable Provincial building code(s);
3. Site Safety Manuals as required by the Project Authority.
4. Other work-related deliverables as requested by the Project Authority.

#### **CONDUCT OF THE WORK – STANDARDS OF PRINCIPLE**

1. All work is subject to the inspection and acceptance by the Project Authority. If the Contractor has to correct or replace any Work due to poor workmanship, it will be at no cost to *CORCAN*.



2. All Work must be performed to the standard required by all applicable code(s) or prescribed by specifications:
  - a. If neither is applicable, then the Work will be equal in kind, quality, and finish to that of the existing property or standards.
  - b. The Contractor must notify the Project Authority of all defects, faults, code violations, and irregularities which arise during the performance of the Work.
3. The Contractor must warrant that all Work performed will be, at the time of acceptance, free from defects in workmanship. The warranty is "one year parts and labour for new parts installed and 30 days for labour repairs.
4. Where the Work affects occupied portions of a building, the Contractor must ensure continuity of building services and necessary access for personnel and vehicles, to the extent possible.
5. The Contractor may have to liaise or collaborate with other contractors or employees of the Crown sent on to the worksite.
6. The Contractor must perform the Work to meet or exceed the requirements of the following codes and standards. In the event of a conflict between any of the codes or standards, the most stringent will apply. The latest edition of each will be enforced during the period of the Work:
  - i. Canada Standards Association
  - ii. Canadian Environmental Protection Act
  - iii. National Building Code of Canada, National Fire Code, Canadian Electrical Code
  - iv. Provincial and Territorial Acts and Regulations
  - v. Material and workmanship must conform to or exceed applicable standards of Canadian Society for Testing Material (ASTM)
  - vi. Equipment or system manufacturer's recommendations, instruction manuals and/or leaflets
  - vii. Municipal Regulations, Codes and Acts, CORCAN Construction's safety program, the construction safety in accordance with the Occupational Health and Safety Acts and Regulations, Workers/Workmen's
  - viii. Compensation Board, (WHSCC)

#### **LOCATION OF WORK**

- The work must be performed at:

*Dorchester Penitentiary (Minimum & Medium)*  
4902, rue Main  
Dorchester, New Brunswick, E4K 2Y9

and/or

*Springhill Institution*  
330, rue McGee  
Springhill, Nova Scotia, B0M 1X0

#### **CONSTRAINTS**

The following constraints must be taken into account in the performance of the Work.





## LANGUAGE REQUIREMENTS

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

REGION	OFFICIAL LANGUAGE(S)
Atlantic – New Brunswick	English for all Institutions.
Atlantic – Nova Scotia	English for all Institutions.

- Verbal communications with CSC sites and personnel must be in English.
- Written communications with all CSC sites and personnel must be in English.
- All meetings, telephone or teleconference discussions, email correspondence, and other communications with the Project Authority must be conducted in English.

## INSTITUTIONAL SECURITY / LOCKDOWN / THE CSC ENVIRONMENT

- *Institutional Operations:* The contractor must take every precaution to minimize any disturbance to institutional operations. The CSC Institutions are in operation 24 hours per day, 7 days per week, 365 days a year basis. A special attention must be paid to ensure that any work has limited impact on the daily operation of the Institution.
1. The Contractor must be aware that they may be faced with delay or refusal of entry to certain areas at certain times (e.g., institutional lockdown or other security related emergencies) even if prior arrangements for access may have been made.
    - The Contractor(s) must call a minimum of 24 hours in advance of their visit to ensure that planned access is still available.
    - If access is unavailable once they have arrived on-site, the Contractor(s) will adopt a workaround plan identified by the institution in question.
    - With the exception of sites located in remote locations, work at a nearby facility may be required.
    - Where remote sites are concerned, the Contractor(s) must confirm if an alternate site or re-attempt is required.
  2. The Contractor and all of their resources that will be working onsite must attend a security briefing that will orient them to the security requirements of working in the CSC Institutional environment. This security briefing may require up to (5) working days to organize.
  3. CSC Institutional Security has the right to remove any of the Contractor’s employees from the worksite for any reason of security concerns, notwithstanding the results or status of any security screening in respect to their employees.
  4. The Contractor must comply with all applicable standing orders or other regulations in force on the site where the Work is to be performed, relating to the safety of persons on the site or the protection of property against loss or damage from any and all causes including fire.
  5. The Contractor must follow all Tool and Equipment Security protocols in place which include but may not be limited to:
    - The provision of a complete list of all tools and equipment brought to the work site;
    - All tools and equipment must be kept under constant supervision;
    - If permitted by Security, the storage of tools and equipment must be in lockable tool boxes; and
    - Provide assistance in tool/equipment checks by CSC security personnel.



### **WORKSITE SAFETY**

1. The Contractor may be required to provide, erect, and maintain necessary barricades and signage.
2. The Contractor must ensure all necessary precautions are in place for the protection of the work and the safety of the staff and public.
3. The Contractor must ensure that all applicable personal protective equipment (PPE) is employed and ensure that all workers and authorized personnel are notified of and abide by the safety rules, regulations, safe work practices and applicable Safety Acts, Regulations and Codes which are in force on the worksite.

### **CSC TO PROVIDE / APPLICABLE DOCUMENTS:**

1. An orientation walkthrough of the worksite.
2. A list of all required Work, repairs and installations
3. The location of all areas which require the Contractor's attention.



## **ANNEX B - PROPOSED BASIS OF PAYMENT**

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

### **1. Professional Services – Firm Unit Price(s), or Hourly Rate(s):**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit prices, and/or at firm hourly rates as specified in Annex B. 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.

### **2. 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.



**ANNEXE B – PROPOSED BASIC OF PAYMENT**

**DORCHESTER PENITENTIARY  
(MEDIUM & MINIMUM)  
4902, MAIN STREET, DORCHESTER (NB)**

Each Institution will be evaluated separately; the Contractor may submit pricing for either or both Institutions and will be required to submit pricing for three (3) years. The lowest total aggregate price will be recommended for the award of a Standing Offer, and a separate Standing Offer will be awarded for each Institution.

**YEAR ONE: FROM JUNE 1, 2018 TO MAY 31, 2019**

Item	Description	Price per Unit	Estimated Usage	Estimated Total
1	<b>Journeyman Plumber Daily Service Call</b> includes the first hour of on-site productive hour, travel time and all related expenses.	\$ _____ For call	100 Calls	\$ _____
2	<b>Journeyman Plumber Hourly Labour Rate</b> for site productive labour only in addition to Service Call: (Monday – Friday) Hours: 0800 – 1800	\$ _____ Hourly rate	1600 Hours	\$ _____
3	Contractor's mark-up allowance for unspecified materials, replacement parts, specialized equipment rentals.	_____% Percentage	\$40 000.00	\$ _____
4	Contractor's mark-up allowance for sub-contractor rates for specialized work, (ex: welding)	_____% Percentage	\$20 000.00	\$ _____
<b>ESTIMATED TOTAL AMOUNT FOR YEAR 1:</b>				\$ _____

Charges for services calls will not be applicable if the crew is already on site for another job.

The Contractor will provide verification of materials to the Site Authority. No payment will be made for unsubstantiated Supplies. Material and replacement parts totals exceeding \$250.00 will be pre-approved by the Project Authority.

*Laid Down Cost:* The sum of the product and transportation, exchange, customs and brokerage costs. The laid-down cost is useful in comparing the total cost of a product shipped from different supply sources to a customer's point of use.

*Mark-up Allowance:* A percentage % above the laid down cost that includes purchasing expenses, internal handling, General conditions and Overhead, and profit excluding applicable taxes.

*Certain consumable supplies* (such as but not limited to plumber's toolbox, drill bits, minor lubricants, fuel for standard tools etc...) shall be considered as part of the Contractor's necessary tools. The Contractor will arrive at the work site with all standard tools and equipment to carry out the work.

**Hourly rates**

ONLY the services delivered will be paid for. The hourly rates apply to productive work time on site, which includes but is not limited to mobilization, demobilization and clean-up. In other words, the time paid will be calculated from the time of arrival and the time of departure from the institution.

**Fees and expenses**

ONLY services billed at the above bid rates will be paid for. This includes but is not limited to administration fees and expenses, profit, transportation of labour, generic trade tools, equipment and consumable materials.



**ANNEXE B – PROPOSED BASIC OF PAYMENT**

**SPRINGHILL INSTITUTION  
330 MC GEE STREET, SPRINGHILL (NS)**

Each Institution will be evaluated separately; the Contractor may submit pricing for either or both Institutions and will be required to submit pricing for three (3) years. The lowest total aggregate price will be recommended for the award of a Standing Offer, and a separate Standing Offer may be issued for each Institution.

**YEAR N°1: FROM JUNE 1, 2018 TO MAY 31, 2019**

Item	Description	Price per Unit	Estimated Usage	Estimated Total
1	<b>Journeyman Plumber Daily Service Call</b> - includes the first hour of on-site productive hour, travel time and all related expenses.	\$ _____ For call	100 Calls	\$ _____
2	<b>Journeyman Plumber Hourly Labour Rate</b> for site productive labour only in addition to Service Call: (Monday – Friday) Hours: 0800 – 1800	\$ _____ Hourly rate	1600 Hours	\$ _____
3	Contractor’s mark-up allowance for unspecified materials, replacement parts, specialized equipment rentals.	_____% Percentage	\$40 000.00	\$ _____
4	Contractor’s mark-up allowance for sub-contractor rates for specialized work, (ex: welding)	_____% Percentage	\$20 000.00	\$ _____
<b>ESTIMATED TOTAL AMOUNT FOR YEAR N° 1:</b>				\$ _____

Charges for services calls will not be applicable if the crew is already on site for another job.

The Contractor will provide verification of materials to the Site Authority. No payment will be made for unsubstantiated Supplies. Material and replacement parts totals exceeding \$250.00 will be pre-approved by the Project Authority.

*Laid Down Cost:* The sum of the product and transportation, exchange, customs and brokerage costs. The laid-down cost is useful in comparing the total cost of a product shipped from different supply sources to a customer’s point of use.

*Mark-up Allowance:* A percentage % above the laid down cost that includes purchasing expenses, internal handling, General conditions and Overhead, and profit excluding applicable taxes.

*Certain consumable supplies* (such as but not limited to plumber’s toolbox, drill bits, minor lubricants, fuel for standard tools etc...) shall be considered as part of the Contractor’s necessary tools. The Contractor will arrive at the work site with all standard tools and equipment to carry out the work.

**Hourly rates**

ONLY the services delivered will be paid for. The hourly rates apply to productive work time on site, which includes but is not limited to mobilization, demobilization and clean-up. In other words, the time paid will be calculated from the time of arrival and the time of departure from the institution.

**Fees and expenses**

ONLY services billed at the above bid rates will be paid for. This includes but is not limited to administration fees and expenses, profit, transportation of labour, generic trade tools, equipment and consumable materials.



**ANNEXE B – PROPOSED BASIC OF PAYMENT**

**DORCHESTER PENITENTIARY  
(MEDIUM & MINIMUM)  
4902, MAIN STREET, DORCHESTER (NB)**

Each Institution will be evaluated separately; the Contractor may submit pricing for either or both Institutions and will be required to submit pricing for three (3) years. The lowest total aggregate price will be recommended for the award of a Standing Offer, and a separate Standing Offer may be issued for each Institution.

**YEAR N° 2: FROM JUNE 1, 2019 TO MAY 31, 2020**

Item	Description	Price per Unit	Estimated Usage	Estimated Total
1	<b>Journeyman Plumber Daily Service Call</b> - includes the first hour of on-site productive hour, travel time and all related expenses.	\$_____ For call	100 Calls	\$_____
2	<b>Journeyman Plumber Hourly Labour Rate</b> for site productive labour only in addition to Service Call: (Monday – Friday) Hours: 0800 – 1800	\$_____ Hourly rate	1600 Hours	\$_____
3	Contractor’s mark-up allowance for unspecified materials, replacement parts, specialized equipment rentals.	_____% Percentage	\$40 000.00	\$_____
4	Contractor’s mark-up allowance for sub-contractor rates for specialized work, (ex: welding)	_____% Percentage	\$20 000.00	\$_____
<b>ESTIMATED TOTAL AMOUNT FOR OPTION YEAR N° 2:</b>				\$_____

Charges for services calls will not be applicable if the crew is already on site for another job.

The Contractor will provide verification of materials to the Site Authority. No payment will be made for unsubstantiated Supplies. Material and replacement parts totals exceeding \$250.00 will be pre-approved by the Project Authority.

*Laid Down Cost:* The sum of the product and transportation, exchange, customs and brokerage costs. The laid-down cost is useful in comparing the total cost of a product shipped from different supply sources to a customer’s pint of use.

*Mark-up Allowance:* A percentage % above the laid down cost that includes purchasing expenses, internal handling, General conditions and Overhead, and profit excluding applicable taxes.

*Certain consumable supplies* (such as but not limited to plumber’s toolbox, drill bits, minor lubricants, fuel for standard tools etc...) shall be considered as part of the Contractor’s necessary tools. The Contractor will arrive at the work site with all standard tools and equipment to carry out the work.

**Hourly rates**

ONLY the services delivered will be paid for. The hourly rates apply to productive work time on-site, which includes but is not limited to mobilization, demobilization and clean-up. In other words, the time paid will be calculated from the time of arrival and the time of departure from the institution.

**Fees and expenses**

ONLY services billed at the above bid rates will be paid for. This includes but is not limited to administration fees and expenses, profit, transportation of labour, generic trade tools, equipment and consumable materials.



**ANNEXE B – PROPOSED BASIC OF PAYMENT**

**SPRINGHILL INSTITUTION  
330 MC GEE STREET, SPRINGHILL (NS)**

Each Institution will be evaluated separately; the Contractor may submit pricing for either or both Institutions and will be required to submit pricing for three (3) years. The lowest total aggregate price will be recommended for the award of a Standing Offer, and a separate Standing Offer may be issued for each Institution.

**YEAR N° 2: FROM JUNE 1, 2019 TO MAY 31, 2020**

Item	Description	Price per Unit	Estimated Usage	Estimated Total
1	<b>Journeyman Plumber Daily Service Call</b> - includes the first hour of on-site productive hour, travel time and all related expenses.	\$_____ For call	100 Calls	\$_____
2	<b>Journeyman Plumber Hourly Labour Rate</b> for site productive labour only in addition to Service Call: (Monday – Friday) Hours: 0800 – 1800	\$_____ Hourly rate	1600 Hours	\$_____
3	Contractor's mark-up allowance for unspecified materials, replacement parts, specialized equipment rentals.	_____% Percentage	\$40 000.00	\$_____
4	Contractor's mark-up allowance for sub-contractor rates for specialized work, (ex: welding)	_____% Percentage	\$20 000.00	\$_____
<b>ESTIMATED TOTAL AMOUNT FOR OPTION YEAR N° 2:</b>				\$_____

Charges for services calls will not be applicable if the crew is already on site for another job.

The Contractor will provide verification of materials to the Site Authority. No payment will be made for unsubstantiated Supplies. Material and replacement parts totals exceeding \$250.00 will be pre-approved by the Project Authority.

*Laid Down Cost:* The sum of the product and transportation, exchange, customs and brokerage costs. The laid down cost is useful in comparing the total cost of a product shipped from different supply sources to a customer's point of use.

*Mark-up Allowance:* A percentage % above the laid down cost that includes purchasing expenses, internal handling, General conditions and Overhead, and profit excluding applicable taxes.

*Certain consumable supplies* (such as but not limited to plumber's toolbox, drill bits, minor lubricants, fuel for standard tools etc...) shall be considered as part of the Contractor's necessary tools. The Contractor will arrive at the work site with all standard tools and equipment to carry out the work.

**Hourly rates**

ONLY the services delivered will be paid for. The hourly rates apply to productive work time on-site, which includes but is not limited to mobilization, demobilization and clean-up. In other words, the time paid will be calculated from the time of arrival and the time of departure from the institution.

**Fees and expenses**

ONLY services billed at the above bid rates will be paid for. This includes but is not limited to administration fees and expenses, profit, transportation of labour, generic trade tools, equipment and consumable materials.



**ANNEXE B – PROPOSED BASIC OF PAYMENT**

**DORCHESTER PENITENTIARY  
(MEDIUM & MINIMUM)  
4902, MAIN STREET, DORCHESTER (NB)**

Each Institution will be evaluated separately; the Contractor may submit pricing for either or both Institutions and will be required to submit pricing for three (3) years. The lowest total aggregate price will be recommended for the award of a Standing Offer, and a separate Standing Offer may be issued for each Institution.

**YEAR N° 3: FROM JUNE 1, 2020 TO MAY 31, 2021**

Item	Description	Price per Unit	Estimated Usage	Estimated Total
1	<b>Journeyman Plumber Daily Service Call</b> - includes the first hour of on-site productive hour, travel time and all related expenses.	\$ _____ For call	100 Calls	\$ _____
2	<b>Journeyman Plumber Hourly Labour Rate</b> for site productive labour only in addition to Service Call: (Monday – Friday) Hours: 0800 – 1800	\$ _____ Hourly rate	1600 Hours	\$ _____
3	Contractor’s mark-up allowance for unspecified materials, replacement parts, specialized equipment rentals.	_____% Percentage	\$40 000.00	\$ _____
4	Contractor’s mark-up allowance for sub-contractor rates for specialized work, (ex: welding)	_____% Percentage	\$20 000.00	\$ _____
<b>ESTIMATED TOTAL AMOUNT FOR OPTION YEAR N° 3:</b>				\$ _____

Charges for services calls will not be applicable if the crew is already on site for another job.

The Contractor will provide verification of materials to the Site Authority. No payment will be made for unsubstantiated Supplies. Material and replacement parts totals exceeding \$250.00 will be pre-approved by the Project Authority.

*Laid Down Cost:* The sum of the product and transportation, exchange, customs and brokerage costs. The laid down cost is useful in comparing the total cost of a product shipped from different supply sources to a customer’s pint of use.

*Mark-up Allowance:* A percentage % above the laid down cost that includes purchasing expenses, internal handling, General conditions and Overhead, and profit excluding applicable taxes.

*Certain consumable supplies* (such as but not limited to plumber’s toolbox, drill bits, minor lubricants, fuel for standard tools etc...) shall be considered as part of the Contractor’s necessary tools. The Contractor will arrive at the work site with all standard tools and equipment to carry out the work.

**Hourly rates**

ONLY the services delivered will be paid for. The hourly rates apply to productive work time on-site, which includes but is not limited to mobilization, demobilization and clean-up. In other words, the time paid will be calculated from the time of arrival and the time of departure from the institution.

**Fees and expenses**

ONLY services billed at the above bid rates will be paid for. This includes but is not limited to administration fees and expenses, profit, transportation of labour, generic trade tools, equipment and consumable materials.





**ANNEXE B – PROPOSED BASIC OF PAYMENT**

**SPRINGHILL INSTITUTION  
330 MC GEE STREET, SPRINGHILL (NS)**

Each Institution will be evaluated separately; The Contractor may submit pricing for either or both Institutions and will be required to submit pricing for three (3) years. The lowest total aggregate price will be recommended for the award of a Standing Offer, and a separate Standing Offer may be issued for each Institution.

**YEAR N° 3: FROM JUNE 1, 2020 TO MAY 31, 2021**

Item	Description	Price per Unit	Estimated Usage	Estimated Total
1	<b>Journeyman Plumber Daily Service Call</b> - includes the first hour of on-site productive hour, travel time and all related expenses.	\$ _____ For call	100 Calls	\$ _____
2	<b>Journeyman Plumber Hourly Labour Rate</b> for site productive labour only in addition to Service Call: (Monday – Friday) Hours: 0800 – 1800	\$ _____ Hourly rate	1600 Hours	\$ _____
3	Contractor’s mark-up allowance for unspecified materials, replacement parts, specialized equipment rentals.	_____% Percentage	\$40 000.00	\$ _____
4	Contractor’s mark-up allowance for sub-contractor rates for specialized work, (ex: welding)	_____% Percentage	\$20 000.00	\$ _____
<b>ESTIMATED TOTAL AMOUNT FOR OPTION YEAR N° 3:</b>				\$ _____

Charges for services calls will not be applicable if the crew is already on site for another job.

The Contractor will provide verification of materials to the Site Authority. No payment will be made for unsubstantiated Supplies. Material and replacement parts totals exceeding \$250.00 will be pre-approved by the Project Authority.

*Laid Down Cost:* The sum of the product and transportation, exchange, customs and brokerage costs. The laid down cost is useful in comparing the total cost of a product shipped from different supply sources to a customer’s point of use.

*Mark-up Allowance:* A percentage % above the laid down cost that includes purchasing expenses, internal handling, General conditions and Overhead, and profit excluding applicable taxes.

*Certain consumable supplies* (such as but not limited to plumber’s toolbox, drill bits, minor lubricants, fuel for standard tools etc...) shall be considered as part of the Contractor’s necessary tools. The Contractor will arrive at the work site with all standard tools and equipment to carry out the work.

**Hourly rates**

ONLY the services delivered will be paid for. The hourly rates apply to productive work time on-site, which includes but is not limited to mobilization, demobilization and clean-up. No surplus will be paid for travel time to get to the site. In other words, the time paid will be calculated from the time of arrival and the time of departure from the institution.

**Fees and expenses**

ONLY services billed at the above bid rates will be paid for. This includes but is not limited to administration fees and expenses, profit, transportation of labour, generic trade tools, equipment and consumable materials.



## ANNEX C - INSURANCE REQUIREMENTS

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 Insurance 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 Correctional Service 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. Employer's liability (or confirmation that all employees are covered by workers' 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 twelve (12) months after the completion or termination of the contract.
  - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
  - n. Litigation rights: Pursuant to subsection 5 d) of the Department of Justice Act, 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 this letter must be sent to the contracting authority for information purposes. Canada reserves the right to co-defend 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.



## ANNEX D - 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 **imperative** that the offer **address each of these criteria** to demonstrate that the requirements are met.

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

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

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

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

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

### 1.6 Response Format

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



**MANDATORY TECHNICAL CRITERIA**  
**PLUMBING & HEATING INSTALLATION AND REPAIR SERVICES**

N°	Mandatory Technical Criteria	Met/Not Met
1	<p>The Bidder must provide proof of all appropriate licenses to perform <i>Plumbing and Heating</i> work in the Province where the work will be performed – New Brunswick and/or Nova Scotia.</p> <p><b><i>(Bidder must provide a copy of all required licenses with the bid submission).</i></b></p>	
2	<p>The Bidder must submit a profile and a statement of the company's experience, indicating the number of years of activities. A minimum of five (5) years experience with in the last ten (10) years in commercial <i>Plumbing and Heating</i> in the Province where the work will be performed - New Brunswick and/or Nova Scotia - is required.</p> <p><b><i>(Bidder must provide proof of the business' status).</i></b></p>	
3	<p>The bidder must provide proof that he holds a <i>Commercial General Liability Insurance</i> with a minimum value of \$2,000,000.</p> <p><b><i>(Bidder must provide a copy of his current insurance at the bid submission).</i></b></p>	