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PART 1 - GENERAL INFORMATION

1. Statement of Work

The work to be performed is detailed under Annex A 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. Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent venue for Canadian bidders to raise complaints regarding the award of federal contracts under \$25,300 for goods and under \$101,100 for services. Should you have any issues or concerns regarding the award of a federal contract below these dollar amounts, contact OPO by e-mail at the [Office of the Procurement Ombudsman email address](#), by telephone at 1-866-734-5169, or by web at the [Office of the Procurement Ombudsman website](#). For more information about OPO, including the available services, please visit the OPO website.



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 [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 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: sixty (60) days

Insert: One hundred twenty (120) days

2. Submission of Bids

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

3. Former Public Servants

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

Definitions

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- 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 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 [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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



4. Enquiries – Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 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 full by hard copy or email** by the date and time indicated on the front page of the Request for Proposal.

Section I: Technical Offer: **one (1) hard copy or one (1) soft copy for email transmission.**

Section II: Financial Offer: **one (1) hard copy or one (1) soft copy for email transmission.**

Section III: Certifications: **one (1) hard copy or one (1) soft copy for email transmission.**

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

Bidders are requested to submit their Financial offer in a separate document from their technical offer.

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

- i. use 8.5 x 11 inch (216 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 [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, bidders should:

- i. use 8.5 x 11 inch (216 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.

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

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(s) in the relevant 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

3. Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in article 12 of **PART 6 – RESULTING CONTRACT CLAUSES**.

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



PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

1. 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.

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](#). Bidders must submit this form to Correctional Service of Canada with their bid.

1.2 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.

1.3 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](#).

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

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

1.4 Language Requirements -) English Essential

By submitting a bid, the Bidder certifies that, should it be awarded a contract as result of the bid solicitation, every individual proposed in its bid will be fluent in English. The individual(s)



proposed must be able to communicate orally and in writing in English without any assistance and with minimal errors.

1.5 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.



[Delete this title and the following sentence at contract award.]

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.

2.0 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 [Standard Acquisition Clauses and Conditions Manual](#) issued by Public Works and Government Services Canada.

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

3.1 General Conditions

2010B (2020-05-28), General Conditions - Professional Services (Medium Complexity), apply to and form part of the Contract.

4. Term of Contract

4.1 Period of the Contract

The Work is to be performed during the period of April 1, 2021 to March 31, 2026.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Amanda McCaig
Title: Regional Procurement Officer
Correctional Service Canada



Branch/Directorate: Prairies
Telephone: 306-659-9258
E-mail address: 501Contracts@csc-scc.gc.ca

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

5.2 Project Authority

The Project Authority for the Contract is:

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:

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 included and Applicable Taxes are extra.



6.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ . (*insert the amount at contract award*) . Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

6.3 Terms of Payment

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

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;
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.

8.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC) - Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms 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 2010B (2020-05-28)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) 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.

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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- 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.
- 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. 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. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- q. 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 the letter must be sent to the Contracting Authority. 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.

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 on the [CSC website](#) or any other CSC web page designated for such purpose.

17. Health and Labour Conditions

17.1 In this section, "Public Entity" means the municipal, provincial or federal government body authorized to enforce any laws concerning health and labour applicable to the performance of the Work or any part thereof.

17.2 The Contractor shall comply with all laws concerning health and labour conditions applicable to the performance of the Work or part thereof and shall also require compliance of same by all its subcontractors when applicable.

17.3 The Contractor upon any request for information or inspection dealing with the Work by an authorized representative of a Public Entity shall forthwith notify the Project Authority or Her Majesty.

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

18. Identification Protocol Responsibilities

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

18.1 During the performance of any Work at a Government of Canada site, the Contractor and each Contractor Representative must be clearly identified as such at all times;

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

18.3 If the Contractor or a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify himself 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 agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 10 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the Department of Public Work and Government Services Act and Section 23 of the Procurement Ombudsman Regulations.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by e-mail at [the Office of the Procurement Ombudsman email address](#), or by web at [the Office of the Procurement Ombudsman website](#).

20. Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will review a complaint filed by the complainant respecting the administration of the 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.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at [the Office of the Procurement Ombudsman email address](#), by telephone at 1-866-734-5169, or by web at the Office of the Procurement Ombudsman website.

21. Privacy

21.1 The Contractor acknowledges that Canada is bound by the Privacy Act, R.S.C. 1985, c. P-21, with respect to the protection of personal information as defined in that Act. The Contractor shall keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract, and shall not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract.

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

22. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [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: 2019-01](#) 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.

ANNEX A – Statement of Work

The Correctional Service Canada has a requirement to provide Annual Inspection and Testing services to the Stony Mountain Institution's Fire Alarm Systems, Fire Sprinkler Systems, Fume Hoods and Hydrants as per CAN-ULC S-536 and NFPA25.

Mandatory Site Visit:

You are required to attend a mandatory site visit for Annual Inspection and Testing of Fire Alarm Systems, fire Sprinkler and Backflow Preventers if you wish to bid on this service contract. Your quotation will be deemed non-responsive if you have not attended the mandatory site visit.

The site visit is scheduled for November 3, 2020 at 9:00am (local time).

You must **confirm your attendance** to Brad Moore at 204-344-5111 by 2:00 pm (local time), on November 2, 2020.

1. Background

Stony Mountain Institution in Stony Mountain, Manitoba, is a multi-level security facility operated by the Correctional Service Canada.

2. Objective

- a. The Contractor must supply all equipment, parts, labour, material and supervision necessary to carry out the inspections each year. The Contractor must provide a complete sprinkler testing, inspection and report in accordance with the Scope of Work, and National, Provincial and Municipal Fire Code CAN/UCL S-536, Section 6, for the Correctional Services Canada, Stony Mountain Institution, Stony Mountain, MB. Both the Contractor and the Project Authority will agree upon the schedule after contract award.
- b. The Contractor must provide required detailed documentation of the testing and inspection, including required certificates of inspection.
- c. The Contractor must identify and document deficiencies requiring adjustment, updating, repair, or replacement, correct any deficiencies assigned to the Contractor for correction, and appropriately document all corrections of identified deficiencies.

3. Tasks

3.1 FIRE SYSTEMS INSPECTIONS Refer to Table A in Annex B-Proposed Basis of Payment

Certified technician(s) will work with CSC staff to complete testing and inspection of all fire alarm system devices in accordance with the applicable provisions of CAN/ULC S-536.

The contractor must provide all labour, materials, and equipment including, but not necessarily limited to, the following:

- a. Complete the annual inspection by August 31st of each year 2021, 2022, 2023, 2024 and 2025.

- b. All work must be performed during regular working hours 0800 to 1600, Monday to Friday. Both the contractor and the Project Authority will agree upon the schedule after contract award.
- c. Inspection, testing and report of fire alarm system.
- d. All smoke detectors checked for proper operation by using a non-contaminating dry aerosol. Location of smoke detectors will be discussed at the Mandatory Site Visit.
- e. All Heat Detectors individually checked for proper operation using computerized, electronic, re-settable heat lamp.
- f. All manual pull stations checked for proper operations
- g. All audible and visual signals to be activated and individually checked for proper operations.
- h. Interconnected sprinkler system alarms, sensors, position monitors and trouble indicators shall be checked to ensure conditions and verify proper function.
- i. All control panels to be checked for proper supply voltages and response to trouble and alarms etc. as specified by manufacturer.
- j. During this time they will test/ record deficiencies and verify the operation.
- k. Identify and document deficiencies requiring adjustment, updating, repair, or replacement, correct any deficiencies assigned to contractor for correction, and appropriately document all corrections of identified deficiencies.
- l. Document and address/location for the Fire System devices including sprinklers, fire hydrants and auxiliary devices such as dampers and HVAC units, etc.
- m. Provide emergency response to restore the Site Fire Alarm system to full, operational service in the event of failure during the testing and inspection.
- n. Provide required detailed documentation of the testing and inspection, including required certificates of inspection.
- o. Provide all reports and final certification in electronic format and 1 paper copy.

******Please note that due to Proprietary Rights, the successful bidder may be authorized to sub-contract any necessary repairs or deficiency corrections that require Proprietary Rights.***

3.2 SPRINKLER SYSTEM INSPECTION- Refer to Table A in Annex B- Proposed Basis of Payment

The National Fire Code of Canada requires that sprinkler systems and associated standpipes, hydrants and hose systems be inspected, tested and maintained in accordance with applicable requirements of NFPA 25.

The contractor must provide all labour, materials, and equipment to complete the following:

- a. Complete the **Quinquennial inspection between July 1st to August 31st** of each contract year
- b. Complete the **annual sprinkler inspection by August 31st** of each year 2021, 2022, 2023, 2024 and 2025, semi-annual inspection **by January 31st** of each year, 2022, 2023, 2024, 2025 and 2026
- c. Complete the **quarterly inspections by May 31st and October 31st** of each year 2021, 2022, 2023, 2024 and 2025.
- d. Complete the Fire Hydrant Flow testing by **August 31st** of each year 2021, 2022, 2023, 2024 and 2025.
- e. All work must be performed during regular working hours 0800 to 1600, Monday to Friday. Both the contractor and the Project Authority will agree upon the schedule after contract award.
- f. The Contractor will be accompanied by a Commissionaire. This will be determined and scheduled by the Project Authority
- g. The Contractor must provide a complete inspection, **testing and report of the FA Sprinkler System**, fire pumping system, standpipe and hose system, and institutional fire hydrants this does not currently include the maintenance of our diesel fire pump however alarms associated with it should be included in the fire inspection.
- h. Perform tests on the flow and tamper for the sprinkler zone and test/exercise the fire hydrants in accordance with the Scope of Work specifications ensuring compliance with the National, Provincial and Municipal Fire Code.
- i. The Contractor must provide an inspection Schedule to the Project Authority or designate, at least one month prior to annual inspection.
- j. Inspect control valves to ensure they are in the appropriate open or closed position.
- k. Check the valves that are normally in the open position to ensure they are locked or equipped with a tamper switch.
- l. Inspect fire department connections to ensure good working condition (couplings free, caps in place etc.
- m. Conduct sprinkler system alarm test using the hydraulically most remote test valve.
- n. Inspect electric alarms and supervisory alarms and test satisfactorily.
- o. Inspection and test all water flow alarm devices
- p. Inspect and test all tamper/supervisory devices
- q. Inspect and test dry pipe system
- r. Perform main drain test
- s. Inspect system gauges
- t. Inspect fire department connections to ensure good working condition
- u. Operate control valves through full range

- v. Visual inspection of sprinkler piping, fittings, and sprinkler heads
- w. Backflow Preventers inspection on all locations within the institution.
- x. Provide yearly inspection report and certification.
- y. Provide printed alarm reports to the Project Authority.
- z. The Contractor must provide inspection report and certificate to the Project Authority or designate, upon completion of the annual inspection.
- aa. All work performed subject to inspection and acceptance by the Project Authority.
- bb. All work must be performed by a certified technician to perform these services in Manitoba. The Project Authority may request copies of certification of personnel performing these duties.

The Project Authority or his designated representative will be responsible for monitoring the progress of the work and will be responsible for the technical requirements; the acceptance and approval of the deliverables. Any proposed changes to the scope of work may be discussed with the Project Authority, but any resulting changes can only be authorized by an amendment issued by the Contracting Authority.

3.3 Range Hood Inspection- Refer to Table A in Annex B- Proposed Basis of Payment

The Contractor must provide all material, labour, equipment and supervision necessary to inspect and service the Range hood system in the Spiritual Lodge and kitchen biannually. The 2022 inspection will only be required once in 2022 and must be fully completed **by August 31, 2022**. The Contractor must complete by annual inspections in the **months January and August** for the years 2023 2024 and 2025. Both the contractor and the Project Authority will agree upon the schedule after contract award.

The Contractor must provide all labour, materials, and equipment to complete the following

- a. Inspecting, calibrating, setting, and testing all electrical systems for proper voltage, continuity, and possible ground faults.
- b. Inspect and test fire extinguishers pressure, indicator lights, nozzles and piping, detectors, remote pull, and operation.
- c. The Contractor must ensure that all work carried out is in accordance with National Fire Code of Canada. All readings are to be recorded and supplied with the verification of inspection certificate.
- d. The Contractor must provide qualified technician(s) to provide this service. Proof of technician's certification to work on the range hoods is required and may be requested by the project authority.
- e. Contractor will be accompanied by a Commissionaire. This will be determined and scheduled by the Project Authority.
- f. Range Hood Maintenance inspection must occur after normal kitchen operational hours (after 18:30 hrs).

- g. The Contractor will perform all scheduled maintenance on the range hood cleaning system.
- h. The Contractor must provide a list, to the Project Authority, of all deficiencies or subsequent work required on the system.
- i. 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 or designate.

3.4 Repairs, Maintenance and Emergency Work- Refer to Table B in Annex B- Proposed Basis of Payment

The Project Authority may require that contractor provide all equipment, parts, labour, material and supervision necessary to carry out deficiency repairs, replacements, reprogramming and upgrades on the fire System for Stony Mountain Institution. During this time, they will service, replace and perform required upgrades for the Fire System devices including auxiliary devices such as dampers and HVAC units, etc. All service repairs and upgrades shall be in accordance with the Scope of Work Specifications ensuring compliance with National, Provincial and Municipal Fire Code.

- a. Additional maintenance, repairs and emergency work may be requested on an as-needed basis by the Project Authority. The Project Authority must approve all repairs prior to completion.
- b. Contractor must be able to respond for emergency repairs with qualified/certified technicians, when called, within 3 hours 24 hours a day, 7 days per week, 365 days a year. The contractor must provide the after hours/emergency contact information to the Project Authority. The information will stay on file at for the duration of the contract period.
- c. The Contractor will be responsible for the supply of all equipment and labour to complete the required work.
- d. All routine work must be performed during regular working hours 0800 hrs to 1600 hrs, Monday to Friday. The schedule will be agreed upon by both the Contractor and the Project Authority, and done such that there will be a minimum of impact to the normal routine.
- e. The Contractor must ensure that deficiencies, service work, repairs, replacement, reprogramming or upgrades are completed within 90 days of the request from the Project Authority.
- f. The Contractor shall provide all labour, equipment and supervision necessary to service, reprogram, adjust, repair or replace components as required for the fire alarm system. Components found to be defective or that require repair will be serviced at the specified rates listed.
- g. The Contractor must provide a numbered work order to the Project Authority or designate, upon completion of any work.
- h. All work will be performed subject to inspection and acceptance by the Project Authority. Project authority, must pre-approve all material.

*****Please note that due to Proprietary Rights, the successful bidder may be authorized to sub-contract any necessary repairs or deficiency corrections that require Proprietary Rights.**

4. Deliverables:

- a. The Contractor must provide complete documentation of the entire fire systems annual testing and final certification, including a list of all identified deficiencies that require adjustment, updating, repair or replacement. The contractor must send two paper copies of the report as well as an electronic copy to the Project Authority or designate at Stony Mountain Institution within 4 weeks of the completed inspection.
- b. At the end of each day, the Contractor must provide a briefing to the Project Authority, and must detail in writing the deficiencies identified during that day so the site can address said deficiencies immediately.
- c. The Contractor must correct any deficiencies assigned by the Project Authority for correction and appropriately document all such corrections. The Contractor must provide one paper copy and one digital copy to the Project Authority within 20 business days of remediation.
- d. The Contractor must provide a listing of personnel names and hours worked on all submitted invoices.
- e. The Contractor must provide certification of the inspection no later than eight (8) weeks after the completion of the inspection.

5. Conditions of Work:

1. The Contractor will be required to provide all tools, and related testing equipment to complete the project. If the contractor requires the use of any communication radios or radio transmission devices, they will be subject to approval from the appropriate Institutional representative.
2. To ensure a successful and timely completion all work will be coordinated through the Facilities Management Department on site, and escort will be provided by Stony Mountain Institution. The contractor is advised that hours of work as well as start and finish times are subject to the ever changing security environment within Stony Mountain Institution and as such may change with little or no notice.

6. Security Level:

1. Contractor personnel must submit a list of names of individuals attending the site for completion of identified tasks herein. They also must adhere to institutional requirement for the conduct of searches prior to admittance to the institution / site. CSC reserves the right to deny access to any Contractor personnel, at any time.
2. When accessing the institution a list of all tools and equipment to be utilized must be provided to the officer in charge of the Principal entrance.

7. Location of work:

1. The Contractor must perform the work at Stony Mountain Institution located in Stony Mountain, Manitoba.

2. Travel

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

8. Language Requirements:

The contractor must perform all of the work under the contract in English. All documentation/ reports must be in English.

9. Constraints:

- a. Conflict of Interest: Contractor, any of its subcontractors, any of its respective employees or former employees who are involved in any manner in the work under the contract will not be able to bid, or provide assistance to any bidder, on any request for proposal resulting from the work under the contract.
- b. All contractor staff working within the institution will be provided an approved CSC Staff escort or a Commissionaire escort.
- c. All contractor staff entering the institution will be subject to search in accordance Institutional general security provisions. All tools and test equipment entering the Institution Multi-level security areas needs to be checked in and out to ensure that no unauthorized equipment or material remains in the Institution.
- d. CSC Business Environment: The Contractor must 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.

ANNEX B – Proposed Basis of Payment

1.0 Contract Period

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

For the provision of services as described in Annex A - Statement of Work, the Contractor shall be paid the all inclusive firm diem rate(s) below in the performance of this Contract, HST or GST extra.

Table A- Fees for Annual Inspection & Certification of Fire Alarm System, Sprinkler system,(including kitchen range hoods, Fire Pumping System, fire pumping system, sandpipe and hose system and Institutional Fire hydrants)

| | | April 1, 2021 to March 31st, 2022 | April 1, 2022 to March 31st, 2023 | April 1, 2023 to March 31st, 2024 | April 1, 2024 to March 31st, 2025 | April 1, 2025 to March 31st, 2026 |
|----------|--|--|---|--|--|--|
| A | An all inclusive on site rate to perform the annual inspection testing and certification of the Fire Alarm System | \$ Per annual inspection | \$ Per annual inspection | \$ Per annual inspection | \$ Per annual inspection | \$ Per annual inspection |
| B | All inclusive rate for the Semi annual inspection and testing of the Spiritual Lodge and Kitchen range hood system. | N/A | \$ Per Inspection (only one inspection required for this year) | \$ Per inspection | \$ Per inspection | \$ Per Inspection |
| C | All-inclusive price for inspection and test of the institutional fire hydrants | \$ Per Inspection | \$ Per Inspection | \$ Per Inspection | \$ Per Inspection | \$ Per Inspection |
| D | All-inclusive price for inspection and test of the sprinkler system. | \$ Per inspection | \$ Per inspection | \$ Per inspection | \$ Per inspection | \$ Per inspection |
| E | All-inclusive price for quarterly inspection and test of sprinkler systems | \$ Per quarterly Inspection | \$ Per quarterly Inspection | \$ Per quarterly Inspection | \$ Per quarterly Inspection | \$ Per quarterly Inspection |
| F | All-inclusive price for semi-annual inspection and test of sprinkler systems | \$ Per semi-annual Inspection | \$ Per semi-annual Inspection | \$ Per semi-annual Inspection | \$ Per semi-annual Inspection | \$ Per semi-annual Inspection |
| G | All-inclusive price for Quinquennial inspection and test of sprinkler system | \$ Per Quinquennial Inspection | \$ Per Quinquennial Inspection | \$ Per Quinquennial Inspection | \$ Per Quinquennial Inspection | \$ Per Quinquennial Inspection |

Table B – Repairs, Maintenance and Emergency Work on as-needed basis

| | | April 1, 2021 to March 31, 2022 | April 1, 2022 to March 31, 2023 | April 1, 2023 to March 31, 2024 | April 1, 2024 to March 31, 2025 | April 1, 2025 to March 31, 2026 |
|----------|--|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|
| H | Regular Hours - Monday – Friday 8:00 a.m. to 16:30 p.m. Certified Technician All-Inclusive Hourly Rate for on call maintenance or emergency work | \$ per hour per certified technician | \$ per hour per certified technician | \$ per hour per certified technician | \$ per hour per certified technician | \$ per hour per certified technician |
| I | After Hours – Monday – Friday 16:31 to midnight and 7:30 a.m to 16:30 Saturday Certified Technician All-Inclusive Hourly Rate for on call maintenance, repair or emergency work | \$ per hour per certified technician | \$ per hour per certified technician | \$ per hour per certified technician | \$ per hour per certified technician | \$ per hour per certified technician |
| J | Premium Hours Midnight to 7:29 a.m and 16:31 to midnight Saturday All day Sunday Certified Technician All-Inclusive Hourly Rate for on call maintenance or emergency work | \$ per hour per certified technician | \$ per hour per certified technician | \$ per hour per certified technician | \$ per hour per certified technician | \$ per hour per certified technician |
| K | 0% Mark-up to be applied to all-Inclusive cost of any authorized sub-contracted work required to complete repairs or correct deficiencies requiring skills or access proprietary information and materials. | 0% | 0% | 0% | 0% | 0% |
| L | Parts % discount off MSRP for repairs or maintenance as approved by the Project Authority | % | % | % | % | % |

***All inclusive – is defined as, but not limited to contractor’s travel time, labour, equipment, accommodation if required, mileage, etc.**

The lowest evaluated cost that meets all of the mandatory criteria will be the recommended bidder for contract.

Evaluation Method (to be completed by evaluation committee)

| | |
|---|-----|
| 5 year average cost of row A | +\$ |
| 5 year average cost of row B | +\$ |
| 5 year average cost of row C | +\$ |
| 5 year average cost of row D | +\$ |
| 5 year average cost of row E | +\$ |
| 5 year average cost of row F | +\$ |
| 5 year average cost of row G | +\$ |
| 5 year average regular hours hourly rate row H x 20 hours x 5 years= | +\$ |

Annex C – Security Requirement Check List

(n/a for this contract)



Annex D Evaluation Criteria

1.0 Technical Evaluation:

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

- **Mandatory Technical Criteria (M1-M2)**

It is imperative that the proposal 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 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 the 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

Bidders must meet all the mandatory requirements of the RFP, any bids not meeting all the mandatory requirements will be considered non-responsive and will not be considered further.

| # | Mandatory Technical Criteria | Bidder to state where this mandatory can be found within the bid package. | Met/Not Met (To be filled in by evaluation committee) |
|----|--|---|---|
| M1 | <p>The Contractor (company or organization) must provide their current years Canadian Fire Alarm Association membership Certificate.</p> <p><i>Bidders must include a copy of the certification with their bid package. Please do not provide certification for personnel</i></p> | | |
| M2 | The Contractor must attend the mandatory site visit | Site to provide confirmation. | |