



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

Correctional Service Canada – Service  
correctionnel Canada

by email:  
[bidsubmissions.GEN-  
NHQContracting@CSC-SCC.GC.CA](mailto:bidsubmissions.GEN-NHQContracting@CSC-SCC.GC.CA)

Attention: Danielle Cameron

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

**Proposal to: Correctional Service Canada**

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

**Proposition à: Service Correctionnel du Canada**

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

**Comments — Commentaires :**

“THIS DOCUMENT CONTAINS A SECURITY  
REQUIREMENT” « LE PRÉSENT DOCUMENT  
COMPORTE UNE EXIGENCE RELATIVE À LA  
SÉCURITÉ »

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

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

Telephone # — N° de Téléphone:

\_\_\_\_\_

Fax # — No de télécopieur:

\_\_\_\_\_

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

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

\_\_\_\_\_

<b>Title — Sujet:</b> Interim National Training Academy (NTA) Scaffolding Rental Services	
<b>Solicitation No. — N° de l'invitation</b> 21120-21-3605781	<b>Date:</b> November 23, 2020
<b>Client Reference No. — N° de Référence du Client</b> 21120-21-3605781	
<b>GETS Reference No. — N° de Référence de SEAG</b>	
<b>Solicitation Closes — L'invitation prend fin</b> at / à : <b>2:00pm EST</b> on / le : <b>Tuesday, December 8th, 2020</b>	
<b>F.O.B. — F.A.B.</b> Plant – Usine:                      Destination: X                      Other-Autre:	
<b>Address Enquiries to — Soumettre toutes questions à:</b>  Danielle Cameron <a href="mailto:Danielle.Cameron@csc-scc.gc.ca">Danielle.Cameron@csc-scc.gc.ca</a>	
<b>Telephone No. — N° de téléphone:</b>  (343) 542-9350	<b>Fax No. — N° de télécopieur:</b>
<b>Destination of Goods, Services and Construction:</b> <b>Destination des biens, services et construction:</b>  Ontario	
<b>Instructions: See Herein</b> <b>Instructions: Voir aux présentes</b>	
<b>Delivery Required — Livraison exigée: See herein</b>	<b>Delivery Offered – Livraison proposée: Voir aux présentes</b>
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>Nom et titre du signataire autorisé du fournisseur/de l'entrepreneur</b>	
Name / Nom	Title / Titre
_____ _____ _____	
Signature	Date
(Sign and return cover page with bid proposal / Signer et retourner la page de couverture avec la proposition)	



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## **PART 1 - GENERAL INFORMATION**

### **1. Security Requirement**

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

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirement as indicated in Part 6 - Resulting Contract Clauses;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

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

1.3 For additional information on security requirements, Bidders should refer to the [Contract Security Program](#) (CSP) of Public Works and Government Services Canada website.

### **2. Statement of Work**

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

### **3. 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.

### **4. 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.

### **5. 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 and 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.

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

### **3. Former Public Servants**

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

#### **Definitions**

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

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

"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: 2019-01](#) 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.

#### **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 Ontario.

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



## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **1. Bid Preparation Instructions**

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

Section I: Technical Bid: **one (1)** soft copy by email.

Section II: Financial Bid: **one (1)** soft copy by email.

Section III: Certifications: **one (1)** soft copy by email.

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

**Bidders are requested to submit their Financial Bid separate from their technical proposal.**

### **2. Section I: Technical Bid**

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

### **3. Section II: Financial Bid**

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

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

#### **3.1 Exchange Rate Fluctuation**

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

### **4. Section III: Certifications**

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





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

### **1. Evaluation Procedures**

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

#### **1.1 Technical Evaluation**

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

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

#### **1.2 Financial Evaluation**

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

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

**Note to Bidders:** Table Totals will be calculated using the formula(s) in the relevant table in **Annex B – Proposed Basis of Payment**.

### **2. Basis of Selection – Mandatory Technical Criteria**

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.

In the case of a tie, the bid received first by the date and time, meeting all the requirements with the lowest evaluated price will be recommended for contract award.

### **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.

**1.4 Status and Availability of Resources**

SACC Manual clause A3005T (2010-08-16) Status and Availability of Resources

**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.



## **PART 6 - RESULTING CONTRACT CLAUSES**

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

### **1. Security Requirement**

- 1.1 The following security requirements (SRCL and related clauses provided by PWGSC CSP) apply to and form part of the Contract.

#### **SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE No. 21120-21-3605781**

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
  - a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
  - b) *Industrial Security Manual* (Latest Edition).

### **2. Statement of Work**

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

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

All clauses and conditions identified in the Contract by number, date and title are set out in the [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**

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



#### 4. Term of Contract

##### 4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2022.

##### 4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

##### 4.3 Transition Period

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may at its discretion, extend the Contract by a period of **two (2) months** under the same conditions to ensure the required transition. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least thirty (30) calendar days before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.

#### 5. Authorities

##### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name:	Danielle Cameron
Title:	Senior Procurement Officer Correctional Service Canada
Branch/Directorate:	Comptroller's Branch, Corporate Services
Address:	340, Laurier Avenue West Ottawa, ON K1A 0P9
Telephone:	343-542-9350
E-mail address:	<a href="mailto:Danielle.Cameron@csc-scc.gc.ca">Danielle.Cameron@csc-scc.gc.ca</a>

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

[Fill in at contract award only]

##### 5.2 Project Authority

The Project Authority for the Contract is:



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

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

[Fill in at contract award only.]

### 5.3 Contractor's Representative

The Authorized Contractor's Representative is:

Name:  
Title:  
Company:  
Address:  
Telephone:  
Facsimile:  
E-mail address:

## 6. Payment

### 6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid in accordance with **Annex B – Basis of Payment**. Customs duties are excluded and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

### 6.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ [Fill in at contract award only.]. Customs duties are excluded 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 Method of Payment – Multiple Payments**

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

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

### **6.4 SACC Manual Clauses**

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

### **6.5 Travel and Living Expenses**

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

### **6.6 Electronic Payment of Invoices – Contract**

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

- (a) MasterCard Acquisition Card;
- (b) Direct Deposit (Domestic and International).

## **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.
2. Each invoice must be supported by:
  - a) contract number (21120-21-3605781);
  - b) a copy of the release document and any other documents as specified in the Contract; and
  - c) a copy of the monthly progress report.
3. Invoices must be distributed as follows:
  - i. The original and one (1) copy must be forwarded to the Project Authority for certification and payment to the address below:  
*To be entered at contract award*

## **8. Certifications and Additional Information**

### **8.1 Compliance**



Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

## 9. Applicable Laws

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

## 10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the General Conditions 2010C (2020-05-28) – General Conditions - Services (Medium Complexity), apply to and form part of the Contract.
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) Annex E, Insurance Requirements; and
- (g) the Contractor's bid dated \_\_\_\_\_ (Fill in at contract award only)

## 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.





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



## ANNEX A – Statement of Work

**Title:** Interim National Training Academy (NTA) Scaffolding Rental Services

### 1. Objectives:

The Correctional Service of Canada (CSC) has a requirement for the rental of temporary scaffolding at three (3) buildings (Calderwood Houses) located on the ground of CSC's Regional Headquarters, in Kingston Ontario. This includes:

- The supply, delivery, installation and maintenance of the scaffolding;
- Certified drawings and monthly inspection certificates; and
- Disassembly, and removal of the scaffolding at the end of the rental period.

### 2. Background:

The Calderwood Houses, located nearby CSC' Regional Headquarters – Ontario, currently house Correctional Officer recruits due to a lack of local accommodations. The historic properties lack adequate fire escape for their respective third floors residents. The installation of scaffolding has been deemed acceptable to provide for emergency fire escape, and as such, CSC is seeking the supply, delivery, installation and maintenance of sufficient scaffolding, along with certified engineered drawings and monthly inspection certificates, until permanent accommodations become available and the recruits are relocated.

### 3. Tasks/Responsibilities

3.1 The Contractor must provide:

1. The rental of temporary scaffolding including the design, supply, delivery, installation and assembly of the scaffolding, at three (3) CSC buildings for the duration of the contract (see **8. Location of the Work**) in accordance with Canadian Standard Association (CSA) SAZ797;
2. The disassembly and removal of the scaffolding from CSC property at the end of the rental period;
3. Monthly safety inspections of scaffolding and scaffold components for the duration of the services;
4. Perform any repairs to the structure of the scaffolding that may be caused by weather for the duration of the contract;
5. The installation, including inspection and deficiency repair to the scaffolding;
6. The removal of any damaged sod section and lay new sod to the extent of the damage,
7. Proper maintenance at worksite, and one copy of each document as follows:
  - a. Shop Drawings;
  - b. Addenda and Amendments;
  - c. Reviewed Shop Drawings;
  - d. List of Outstanding Shop Drawings;
  - e. Change Orders;
  - f. Field Test Reports;
  - g. Copy of Approved Work Schedule; and
  - h. Health and Safety Plan and Other Safety Related Documents.
8. The list of resources who will require access to the worksite to perform the work, in addition to any vehicles that will require access to the worksite;
9. A temporary office (small trailer, or shed) for the duration of the work, if required. The placement of temporary office will need to be coordinated with the Project Authority;
10. A sanitary facilities for Contractor's resources while on site;
11. Obtain additional storage, as required;
12. Provide common-use signs related to information, instruction, use of equipment, in both official languages or by the use of commonly understood graphic symbols. No advertising



- will be permitted on this project. Maintain approved signs and notices in good condition for duration of the work and dispose of off site, on completion of the work;
13. Remove any equipment, materials or supplies from the worksite, if required;
  14. Remove all the waste generated during assembly, installation and disassembly of the scaffolding;
  15. Clean the worksite of debris and materials on the days work is being done;;
  16. Maintain existing services to building and provide access for resources to and from the Buildings;
  17. Supply, erect and maintain temporary fencing in such a way as to prevent intrusion in the worksite. Provide protection, complete with signs and electrical lighting as required;
  18. Provide one lockable truck entrance gate and one pedestrian door and repair area of damage, if required. Equip gates with locks and keys. One set of keys must be issued to the Project Authority;
  19. Design, construct and maintain temporary "access to" and "egress from" worksites, and in accordance with relevant municipal, provincial and other regulations;
  20. Protect scaffolding against damage. Protect adjacent grass area against the damage beyond the worksite. Protect others coming on the worksite from potential hazards created by the work; and
  21. Install proper site separation at the worksite and identification in order to maintain clear communication of the worksite area and safety procedures for entry, at all times.

Note: A Site Supervisor must be on the worksite at all times when work is being done on the scaffolding (including but not limited to: installations, inspections, repairs to the scaffolding or regular maintenance)

### 3.2 Health and Safety:

The Contractor must:

1. Perform safety hazard assessment of the worksite and schedule a Health and Safety meeting with Project Authority, prior to starting the work;
2. Submit Health and Safety Plan and Workplace Hazardous Materials Information System (WHMIS – Material Safety Data Sheets to the Project Authority within seven (7) days of contract award.
3. Submit any copies of incident/accident reports, if applicable;
4. Submit a COVID 19 work plan that follows all applicable measures from the CSA – COVID 19 Standardized Protocols;
5. Provide On-Site Contingency and Emergency Response Plan to address standard operating procedures to be implemented during emergency situations;
6. Provide a written report of action taken to address and correct any non-compliance of Health and Safety issues;

### 4. Deliverables:

The Contractor must:

1. Submit a bar chart construction schedule for the installation progress of the scaffolding;
2. Submit stamped engineered shop drawings within 2 weeks of contract award in electronic format (pdf format to the Project Authority for the sole purpose to ascertain conformance with the general design concept, and does not mean approval of the design details inherent in the shop drawing. This review does not relieve the Contractor of responsibility for errors or omissions in the shop drawings, or for meeting all requirements of the work.
3. The shop drawings must have stamp and signature of qualified Professional Engineer registered or licensed in the Province of Ontario, and as required by the \*codes, acts and regulations. The services of the Professional Engineer is the responsibility of the Contractor.



4. Before commencing the work, the Contractor must establish location and extent of services lines in the area of work and notify Project Authority. The Contractor must provide a hard copy of the completed location plans to the Project Authority;
5. Upon completion of the scaffolding installation, the Professional Engineer must perform a final inspection and/or test necessary to substantiate that the material or services provided conform to design;
6. Submit certified letter by the Professional Engineer confirming the work is completed in accordance to the \*code, acts, and regulations;
7. Perform monthly safety inspections of scaffolding and scaffold components. An updated inspection tag must be provided at each entrance to the structure.

All Deliverables must be completed in English and be submitted to the Project Authority. All deliverables must be provided in soft copies (electronic format).

\*Applicable Codes, Acts and Regulations (not limited to):

- a) Act and Regulations: Ontario Occupational Health and Safety Act and Regulations;
- b) Codes: Canadian Standards Association (CSA) Z797-09(R2014), Code of Practice for Access Scaffold.;
- c) CSA-Z321-96(R2001), Signs and Symbols for the Occupational Environment.
- d) CSA O151-09 Canadian Softwood Plywood.
- e) CSA COVID 19 Standardized Protocols for All Canadian Construction, latest edition;
- f) National Building Code of Canada 2015 (NBC) and all applicable Provincial and Municipal codes;
- g) The National Fire Code (NFC); and
- h) Welding and cutting: Obtain a permit issued by proper regulatory body, before welding, soldering, grinding and/or cutting work. Store flammable liquids in approved CSA containers. "Fire Watchers" as described in NFC shall be assigned when welding or cutting operations are carried out in areas where combustible materials within 15m maybe ignited by conduction or radiation.

#### **5. Correctional Service Canada to provide:**

CSC will provide the following;

1. Sketch (drawing) of the existing installation.
2. A Site Storage Area, if required. The Project Authority will assign a storage area that will be equipped and maintained by the Contractor. The storage area must not be encumbered with materials or equipment.
3. Site Services Plan;
4. Access to any individual such as the Project Authority or Project Manager

#### **6. Meetings:**

A kick-off meeting will be scheduled after Contract Award by the Project Authority. Additional meetings may be scheduled as required.

#### **7. Language of Work:**

All Work including tasks and deliverables will be completed in English.

#### **8. Location of Work:**

The work is to be carried out at CSC's Regional Headquarters – Ontario, 443 Union Street, Kingston, Ontario at the Harmony, Trono and Elmhirst buildings.



**9. Travel:**

There is no travel associated with this work.

**10. Working Hours:**

Normal working hours will be from 07:00 to 18:00, Monday through Friday.

The Contractor's resources must be available to work outside normal working hours during the duration of the Contract. The Contractor may need to provide the resources on weekends and/or holidays.

**11. Limitation and Constraints:**

- a) The Contractor must immediately report to the Project Authority, by telephone with a follow up by electronic mail, any urgent issue that arises during the course of the work that could impact on its progress. Where unknown services are encountered, immediately advise Project Authority and confirm findings in writing.
- b) Design and assembly/installation of scaffolding must be in accordance with CSAZ797.
- c) The Contractor must maintain a physical distance of at least 2 metres with the occupants of the three Buildings. This measure is to protect the occupants and address the health and safety concerns regarding the spread of COVID-19;
- d) Due to the impacts from the COVID-19 pandemic, temporary measures are being taken on-site at CSC institutions (Please refer to the attachment - Fact Sheet for Contractors;
- e) Cranes are not permitted to be used in the installation, or dismantling of the scaffolding;
- f) Access to Bell Pedestal (permanent fixture owned by Bell Canada) in worksite, if required;
- g) Existing services required for work, excluding power required for space temporary heating, may be used by the Contractor. Ensure capacity is adequate prior to imposing additional loads on temporary scaffolding structure. The Contractor must connect and disconnect if required;
- h) Notify the Project Authority and utility companies of intended interruption of services and obtain requisite permissions;
- j) Give the Project Authority one week notice related to each necessary interruption of any mechanical or electrical service throughout the course of the work and keep duration of these interruptions to a minimum; and
- k) Propane fuelled devices and propane are not permitted on site. Diesel powered devices and diesel fuel are permitted if required.





**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 will be paid the all inclusive firm monthly price(s) below in the performance of this Contract, Applicable Taxes extra.

Note: the All Inclusive Monthly Price must include: all resources and Site Supervisor, inspections, design, supply, delivery, installation, repairs, maintenance, and all other related equipment for the scaffolding.

<b>1.Contract Period</b>	<b>Contract Award to March 31, 2022</b>		
<b>Description</b>	<b>Number of Months A</b>	<b>All Inclusive Firm monthly price B</b>	<b>Total C AXB = C</b>
Scaffolding Rental	12	\$ _____	\$ _____
<b>TOTAL:</b>			\$ _____

**2.0 Options to Extend the Contract Period:**

Subject to the exercise of the option to extend the Contract period in accordance with Article 4. Term of contract of the original contract, Options to Extend Contract, the Contractor will be paid the firm all inclusive Per Diem rate(s), in accordance with the following table, Applicable Taxes extra, to complete all Work and services required to be performed in relation to the Contract extension.

<b>2. Option Period 1</b>	<b>April 1, 2022 to March 31, 2023</b>		
<b>Description</b>	<b>Number of Months B</b>	<b>All Inclusive Firm monthly price C</b>	<b>Total C AXB = C</b>
Scaffolding Rental	12	\$ _____	\$ _____
<b>TOTAL:</b>			\$ _____

<b>3. Option Period 2</b>	<b>April 1, 2023 to March 31, 2024</b>		
<b>Description</b>	<b>Number of Months A</b>	<b>All Inclusive Firm monthly price B</b>	<b>Total C AXB = C</b>
Scaffolding Rental	12	\$ _____	\$ _____
<b>TOTAL:</b>			





<b>4. Option Period 3</b>			
<b>April 1, 2024 to March 31, 2025</b>			
<b>Description</b>	<b>Number of Months A</b>	<b>All Inclusive Firm monthly price B</b>	<b>Total C AXB = C</b>
Scaffolding Rental	12	\$ _____	\$ _____
<b>TOTAL:</b>			\$ _____

<b>5. Option Period 4</b>			
<b>April 1, 2025 to March 31, 2026</b>			
<b>Description</b>	<b>Number of Months A</b>	<b>All Inclusive Firm monthly price B</b>	<b>Total C AXB = C</b>
Scaffolding Rental	12	\$ _____	\$ _____
<b>TOTAL:</b>			\$ _____

<b>Total Evaluated Price (1. Initial Contract + 2. Option Period 1 + 3. Option Period 2 + 4. Option Period 3 + 5. Option Period 4) =</b>	\$ _____
--	----------

**3.0 Applicable Taxes**

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

**4.0 Electronic Payment of Invoices - Bid**

Canada requests that Bidders complete option 1 or 2 below:

- 1. ( ) Electronic Payment Instruments will be accepted for payment of invoices.

The following Electronic Payment Instrument(s) are accepted:

- ( ) MasterCard Acquisition Card;
- ( ) Direct Deposit (Domestic and International).

- 2.( ) Electronic Payment Instruments will not be accepted for payment of invoices.

The Bidder is not obligated to accept payment by Electronic Payment Instruments.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.



**ANNEX C – SECURITY REQUIREMENT CHECKLIST**

DSD-ONT4127



Contract Number / Numéro du contrat 21120-21-3605781
Security Classification / Classification de sécurité

**SECURITY REQUIREMENTS CHECK LIST (SRCL)**

**LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	Correctional Service Canada	2. Branch or Directorate / Direction générale ou Direction Capital Projects Implementation
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Scaffolding Rental. This includes the supply, delivery, installation and maintenance of the scaffolding along with certified engineered drawings and monthly inspection certificates. This Contract includes disassemble and removal of the scaffolding from CSC property at the end of the rental period. The period of the rental is for three (3) years with two (2) one-year option periods.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input type="checkbox"/> No Non	<input checked="" type="checkbox"/> Yes Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





DSD-ONT4127



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat 21120-21-3605781
Security Classification / Classification de sécurité

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- |   |   |   |  |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS<br>COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET - SIGINT<br>TRÈS SECRET - SIGINT        | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMBLEMES                  |   |   |  |

Special comments:  
Commentaires spéciaux : \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





**DSD-ONT4127**



Contract Number / Numéro du contrat <b>21120-21-3605781</b>
Security Classification / Classification de sécurité

**PART C - (continued) / PARTIE C - (suite)**

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens / Production																
IT Media / Support TI / IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



**DSD-ONT4127**

Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat 21120-21-3605781
Security Classification / Classification de sécurité

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Brigitte Ng	Title - Titre Construction Project Leader	Signature <i>Brigitte Ng</i>	
Telephone No. - N° de téléphone 613-219-0469	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel brigitte.ng@csc-scc.gc.ca	Date 2020-07-30
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Rita Dubois	Title - Titre Contract Security Analyst Analyste de la sécurité des contrats	Signature Dubois, Rita <small>Digitally signed by Rita Dubois, DN: cn=Rita Dubois, ou=CSC, ou=Government of Canada, email=Rita.Dubois@CSC.GC.CA, postalAddress=1000</small>	
Telephone No. - N° de téléphone 613-992-8995	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel Rita.Dubois@CSC-SCC.GC.CA	Date 2020-08-26
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) Danielle Cameron	Title - Titre Senior Procurement Officer	Signature Cameron, Danielle Cameron, Danielle I am the author of this document 2020-08-25 14:06:13	
Telephone No. - N° de téléphone (343) 542-9350	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel Danielle.Cameron@csc-scc.gc.ca	Date August 25, 2020
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Cynthia Laverdure Contract Security Officer <a href="mailto:cynthia.laverdure@pwgsc.gc.ca">cynthia.laverdure@pwgsc.gc.ca</a>		Signature Laverdure, Cynthia Digitally signed by Laverdure, Cynthia Date: 2020.09.04 09:19:32 -0400	
		E-mail address - Adresse courriel	Date



## 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.

### 1.6 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 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

#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)
M1	The Bidder must demonstrate in their proposal at a minimum <b>one (1) detailed example</b> of the firms experience in providing scaffolding rentals of similar in size, scope, and complexity as described in Annex A – Statement of Work.	





#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)
	<p>The experience must have been acquired within the last four (4) years preceding the closing of this solicitation date.</p> <p>The Bidder <u>must include</u> at a minimum, the following in the example:</p> <ol style="list-style-type: none"><li>1. Name of the Client Department/Organization/Company and contact information;</li><li>2. Start and End dates of the experience;</li><li>3. Details about the experience obtained.</li></ol>	
M2	<p>The Bidder must identify at a minimum, one (1) Site Supervisor in their proposal. The Site Supervisor(s) must demonstrate in their proposal, at a minimum, <b>two (2) detailed examples</b> of supervision of scaffolding rentals, of similar size, scope and complexity as described in Annex A – Statement of Work.</p> <p>The experience must have been acquired within the last four (4) years preceding the closing of this solicitation date.</p> <p>The Bidder <u>must include</u> at a minimum, the following in the examples:</p> <ol style="list-style-type: none"><li>1. Name of the Client Department/Organization/Company and contact information;</li><li>2. Start and End dates of the experience;</li><li>3. Details about the experience obtained</li></ol>	



## ANNEX E - INSURANCE REQUIREMENTS

### 1. Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - 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. 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.