



RETURN OFFERS TO :
RETOURNER LES OFFRES À :
Bid Receiving - Réception des
soumissions:

Correctional Service Canada
Att : RHQ/Finance/Procurement/Bids
AR/Finance/Approvisionnements/Soumissions
1045 rue Main Street, 2nd Floor/Etage
Moncton, NB E1C 1H1

GEN-ATL.Contractingbids submissions@CSC-SCC.GC.CA

**REQUEST FOR A STANDING
OFFER**
**DEMANDE D'OFFRE À
COMMANDES**

[Regional Individual Standing Offer \(RISO\)](#)
[Offre à commandes individuelle régionale \(OCIR\)](#)

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

Le Canada, représenté par le ministre du Service
correctionnel Canada, autorise par la présente,
une offre à commandes au nom des utilisateurs
identifiés énumérés ci-après.

Comments — Commentaires :

**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 :

Title — Sujet: Elevator Inspection and Maintenance - Jamieson CCC	
Solicitation No. — N° de l'invitation 21207-22-3742609	Date: May 3rd, 2021 / 3 mai 2021
Client Reference No. — N° de Référence du Client 21207-22-3742609	
GETS Reference No. — N° de Référence de SEAOG PW-21-00955050	
Solicitation Closes — L'invitation prend fin at / à : 2 :00pm / 14h On / Le : June 14 th, 2021/ 14 juin 2021	Time Zone Fuseau horaire AST / HNA
Delivery Required — Livraison exigée : See herein – Voir aux présentes	
F.O.B. — F.A.B. Plant – Usine: Destination: Other-Autre:	
Address Enquiries to — Soumettre toutes questions à: Jason St-Onge	
Telephone No. – N° de téléphone: (506) 851-3093	Fax No. – N° de télécopieur: (506) 851-6327
Destination of Goods, Services and Construction: Destination des biens, services et construction: Multiple as per call-up Multiples, selon la commande subséquente.	
Security – Sécurité [Select the option that applies – Choisir l'option qui s'applique] This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas de dispositions en matière de sécurité.	
Instructions: See Herein Instructions : Voir aux présentes	
Name and title of person authorized to sign on behalf of Vendor/Firm Nom et titre du signataire autorisé du fournisseur/de l'entrepreneur	
Name / Nom	Title / Titre
Signature	Date
(Sign and return cover page with offer/ Signer et retourner la page de couverture avec l'offre)	



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PART 1 - GENERAL INFORMATION

1. Introduction

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

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

 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

 7B, includes the clauses and conditions, which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

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

2. Summary

2.1 CSC is looking to award a Standing Offer for the provision of elevating device inspection and maintenance at the following locations:

- ✓ Jamieson CCC located in the town of Dartmouth, Nova Scotia.

The Contractor must regularly and systematically maintain all equipment at the frequency specified in the Equipment table.

The Contractor must co-ordinate with and assist the enforcing/inspection authority in the performance of the inspection and testing of equipment when required.

The Contractor must submit a complete tools list. The Contractor must submit any missing or lost tools to the Correctional Manager desk.

The Contractor must supply a Maintenance Control Program logbook approved by the provincial Chief Elevator Inspector for the elevator(s) or lift(s).

The contractor must have certified technicians performing the work as per applicable provincial requirements. The technicians must maintain their certification to work in CSC facilities.



The contractor must submit a service report signed by the Departmental Representative with an invoice.

- The Identified User is Correctional Service Canada, Atlantic Region-Maintenance and Engineering/Technical Services
- The period of the Standing Offer is from June 16th, 2021 to June 15th, 2022 with the possibility of four (4) option years

3. Revision of Departmental Name

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

4. Debriefings

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

5. Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$26,400 for goods and \$105,700 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may 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 on OPO's services or to determine if your concerns are within the Ombudsman's mandate, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offer (RFSO) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#) issued by Public Works and Government Services Canada.

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

The 2006 (2020-05-28) Standard Instructions - Request for Standing Offer - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offer - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred and twenty (120) days



2. Submission of Offers

Offerors must submit their offer only to Correctional Service of Canada (CSC) by the date, time and at the email address indicated on page 1 of the request for standing offer.

Due to the nature of the request for standing offer, CSC will not accept offers submitted in hard copy or by facsimile.

CSC recommends that offerors submit their response to the requirements of this request for standing offer in typewritten format.

Offerors must ensure that any handwritten information included in their offer is clearly legible in order to allow CSC to complete the offer evaluation. CSC reserves the right, at its sole and entire discretion, to disregard any handwritten information which it determines to be illegible when assessing whether offers comply with all of the requirements of the request for standing offer including, if applicable, any and all evaluation criteria.

3. Former Public Servant

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

Definitions

For the purposes of this clause,

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

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

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

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



Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES () NO ()**

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

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

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2019-01 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

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

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

4. Enquiries - Request for Standing Offer

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

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



proprietary nature. Canada may edit the question(s) or may request that Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

5. Applicable Laws

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

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

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

By e-mail:

Section I: Technical Bid **one (1) electronic copy**
Section II: Financial Bid: **one (1) electronic copy**
Section III: Certifications: **one (1) electronic copy**

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

Offerors should submit their technical offer and financial offer in two (2) separate documents.

Section I: Technical Offer

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

Section II: Financial Offer

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

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1. Technical Evaluation



1.1.1 Mandatory Technical Criteria

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

1.2 Financial Evaluation

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

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

2. Basis of Selection

2.1 Mandatory Technical Criteria Only

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

1. Certifications Precedent to the Issuance of a Standing Offer and Additional Information

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

1.1 Integrity Provisions – Declaration of Convicted Offenses

- A) Subject to subsection B, by submitting an offer in response to this request for standing offer (RISO), the Offeror certifies that:
 - i. it has read and understands the Ineligibility and Suspension Policy;



- ii. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
- iii. it is aware that Canada may request additional information, certifications, and validations from the Offeror or a third party for purposes of making a determination of ineligibility or suspension;
- iv. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offenses in the Policy;
- v. none of the domestic criminal offenses, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and proposed first tier subcontractors; and
- vi. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.

B) Where an Offeror is unable to provide any of the certifications required by subsection A, it must submit with its offer the completed Integrity Declaration Form. Offerors must submit this form to Correctional Service of Canada with their offer.

1.2 Integrity Provisions – Required documentation

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

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

List of Names:

OR

- The Offeror is a partnership

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

1.3 Education and Experience

SACC Manual clause M3021T (2012-07-16) Education and Experience



1.4 Certification:

By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

1. Insurance Requirements

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

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

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

2. Institutional Access Requirements

- 2.1 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.
- 2.2 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.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada.

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

3.1 General Conditions

2005 (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.



4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from June 16th, 2021 to June 15th, 2022.

4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional four (4) one (1) year period, from June 16th, 2022 to June 15th 2026 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Jason St-Onge
Title: Regional Contract Officer
Correctional Service of Canada
Branch or Directorate: Atlantic Region/RHQ Finance/Material Management
Address: 1045 Main Street, 2nd Floor, Moncton, NB E1C 1H1
Telephone: (506) 851-3093
Facsimile: (506) 851-6327
E-mail address: jason.st-onge@csc-scc.gc.ca

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

5.2 Project Authority

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

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

6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2019-01 of the Treasury Board Secretariat of Canada.

7. Identified Users

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



Correctional Service of Canada
Atlantic Region.
Engineering and Maintenance/Technical Services

8. Call-up Instrument

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

9. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$10,000.00 (Applicable Taxes included).

10. Financial Limitation

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

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or four (4) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

11. Priority of Documents

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

- a) the call-up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2020-05-28); Services (medium complexity)
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) the Offeror's offer dated _____ (insert date of offer upon award)

12. Certifications and Additional Information

12.1 Compliance

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

13. Applicable Laws

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



B. RESULTING CONTRACT CLAUSES

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

1. Statement of Work

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

2. Standard Clauses and Conditions

2.1 General Conditions

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

3. Term of Contract

3.1 Period of the Contract

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

4. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2019-01 of the Treasury Board Secretariat of Canada.

5. Payment

5.1 Basis of Payment

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

5.2 Limitation of Price

SACC Manual clause C6000C (2017-08-17) Limitation of Price

5.3 Monthly Payment

SACC Manual clause H1008C (2008-05-12) Monthly Payment

5.4 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

5.5 Travel and Living Expenses

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

5.6 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).

6. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

7. 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.

- 7.1 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.
- 7.2 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. **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.

8. Ownership Control

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

- (a) The Contractor warrants that it is not under ownership control of any non-resident entity (i.e. Individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other).
- (b) The Contractor must 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 must have the right to treat this Contract as being in default and terminate the contract accordingly.
- (d) For the purposes of this clause, a non-resident entity is any individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other residing outside of Canada.

9. Closure of Government Facilities

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

10. Tuberculosis Testing

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



11. Compliance with CSC Policies

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

12. Health and Labour Conditions

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

13. Identification Protocol Responsibilities

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

- 13.1 During the performance of any Work at a Government of Canada site, the Contractor and each Contractor Representative must be clearly identified as such at all times;
- 13.2 During attendance at any meeting, the Contractor or Contractor Representatives must identify themselves as such to all meeting participants;
- 13.3 If the Contractor or a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify 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
- 13.4 If Canada determines that the Contractor is not complying with any of the obligations stated in this article, Canada will advise the Contractor and request that the Contractor implement, without delay, appropriate corrective measures to eliminate recurrence of the problem.



14. Dispute Resolution Services

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO 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](#). For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit [the Office of the Procurement Ombudsman website](#).

15. Contract Administration

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at [the Office of the Procurement Ombudsman email address](#), by telephone at 1-866-734-5169, or by web [the Office of the Procurement Ombudsman website](#). For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit [the Office of the Procurement Ombudsman website](#).

16. Privacy

16.1 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 must keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract, and must not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract.

16.2 All such personal information is the property of Canada, and the Contractor must have no right in or to that information. The Contractor must 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 must have no right to retain that information in any form and must ensure that no record of the personal information remains in the Contractor's possession.

17. Information Guide for Contractors

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

18. Government Site Regulations

SACC Manual Clause A9068C (2010-01-11) – Site Government Regulation



ANNEX A

STATEMENT OF WORK

The Correctional Service of Canada has a requirement to inspect, service and repair elevator at their facility located at 19 Morris Drive, Dartmouth, Nova Scotia, B3B 0M3. The work will involve the following:

1.1 Background

The department has a need to maintain the elevator in the institution.

1.2 Objectives:

The Contractor must provide all labour, materials, tools, supervision and equipment necessary for inspection, testing, maintenance, repair and upgrade of the elevating device at Jamieson CCC.

1.3 Tasks:

Contractor's Responsibilities:

The Contractor must regularly and systematically maintain the elevator at the frequency specified in the Equipment table.

The Contractor must advise the Departmental Representative of the telephone number at which their representative may be contacted 24 Hours a day, 7 days a week.

The Contractor must respond to service calls 24 hours/day, 7 days a week. For any service calls outside regular hours, the Contractor must contact the Departmental Representative on the first working day following the service call to obtain a work order number.

The Contractor must report to the site with a service vehicle which is well stocked with replacement parts to carry out repairs on the elevating device in use at the site.

The Contractor must remove and dispose of debris, used and obsolete material after each service call.

The Contractor must co-ordinate with and assist the enforcing/inspection authority in the performance of the inspection and testing of equipment when required.

Upon arrival to the site, the Contractor's technicians must provide identification (ID) and log into the institutional Visitor's Register maintained at the site's Principal Entrance.

Upon arrival to the site, the Contractor must submit a complete tools list. The Contractor must report any missing or lost tools to the Correctional Manager desk.

After each visit, the Contractor must provide to the Department Representative a service report containing all details of work performed and record all interventions into the logbook supplied for the elevating device.

The Contractor must provide a list of defects, deficiencies, or both discovered during the visit with recommended corrective action including a cost estimate (labour and materials) to correct any deficiencies.

The Contractor must send all maintenance activities reports to the following email: GEN-ATLRHQTechServ@csc-scc.gc.ca. The Contractor must submit all documents within the reports in Adobe Acrobat PDF format.



Replacement Parts:

The Contractor must repair or replace worn or defective parts of the elevating device using only genuine manufacturer's replacement parts.

The Contractor must only use replacement parts by another manufacturer with prior written permission of the Departmental Representative.

The Contractor must request written approval from the Departmental Representative prior to replacing any component when the estimated cost of the overall work is \$500.00 or more.

The Contractor must maintain a sufficient supply of replacement parts to prevent extended downtime. The Contractor must replace defective parts within twenty-four (24) hours or within the timeframe approved by the Departmental Representative.

Log Books:

The Contractor must supply a Maintenance Control Program logbook approved by the provincial Chief Elevator Inspector for the elevator.

The Contractor must keep this logbook on site in the equipment room or readily available electronically. The Contractor must notify the Technical Authority of missing logbooks immediately. CSC will not make any payments if the logbook is incomplete. The log must include at a minimum the following information:

- ✓ the date on which an inspection, testing and maintenance exercise was carried out;
- ✓ the name(s) of the person(s) who performed the inspection, testing and maintenance;
- ✓ replacement parts list; and
- ✓ notes on any unsatisfactory conditions observed or discovered and the steps taken to correct such conditions

Compliance Requirements:

The Contractor must conform to the following Codes and Standards applicable at the time of installation or alteration:

- CAN/CSA-B44, Safety Code for Elevators, Escalators, Dumbwaiters, Moving Walk and Freight Platform Lifts. (Including all Appendices)

The Contractor must perform all applicable tests as per Canadian Standard Association, at the required frequency applicable to the equipment. The Contractor must perform these tests during the scheduled services at the frequency stated in Annex A.

The Contractor must comply with the Canada Labour Code Part II and the Canada Occupational Health and Safety Regulations.

The Contractor must comply with the Provincial Occupational Health and Safety Act and following Occupational General Safety Regulations.



The Contractor must comply with the Provincial legislation on Elevating Devices applicable to the site where work is taking place.

The Contractor and their personnel must adhere to the Federal Government 'No Smoking' policy and scent free policy while in Federal facilities where applicable.

The Contractor must have certified technicians performing the work as per applicable provincial requirements. The technicians must maintain their certification to work in CSC facilities.

The Contractor must comply with the institutional requirement for the conduct of searches prior to admittance to the Community Correctional Centre. CSC reserves the right to deny access to any Community Correctional Centre or part thereof of any Contractor personnel, at any time. The Contractor will be under direct escort by commissioners or a CSC delegate.

Facilities Closure:

The contractor must perform all work during the regular working hours (07:00 to 17:30 hours) of the regular working days. If work is required outside of the regular working hours, alternate pre-approved arrangement can be made to accommodate the contractor.

In case of "CLOSURE OF GOVERNMENT FACILITIES" in regards to delays caused by the Crown at the site, the following will apply:

- ✓ 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, the Crown will not be liable for payment to the contractor for the period of closure.
- ✓ In the event of closure, the contractor must immediately notify the Site Authority or his/her delegate. The Contractor will be compensated for the time to return at their closest office or at a maximum of 2 hour whichever is less.

Invoicing Instructions

The Contractor must submit a service report signed by the Departmental Representative for each invoice.

Invoice must show:

Work Location, Date and CSC issued **Work Order Number**, Name of person who authorized the service call, Hours broken down as per Unit Price Table, Material net cost and % mark-up and Trades Person(s) name and License(s) number(s).

All invoice must be typed not hand written.

All invoices for the fiscal year must be submitted to payment before April 10 of each year.

1.4 Deliverables:

The Contractor must provide services on all elevating device and all associated auxiliary equipment at the following location:

- ✓ Jamieson CCC located in the town of Dartmouth, Nova Scotia.



The Contractor must regularly and systematically maintain all equipment at the frequency specified in the Equipment table.

The Contractors must co-ordinate with and assist the enforcing/inspection authority in the performance of the inspection and testing of equipment when required.

The Contractor must submit a service report signed by the Departmental Representative with an invoice.

Equipment table: Jamieson CCC, 19 Morris Drive, Dartmouth, Nova Scotia, B3B 0M3

Asset #	Manufacturer	Model	Description	Storey	Capacity	Speed	Inspection frequency
A000019	Global Tardif	JRT/TPM 1-2525- HV-8mm	Passenger Elevator	3	2500 lbs	150 ft/min	4 times/year

1.5 Location of work:

- a. The Contractor must perform the work on all elevating devices and all associated auxiliary equipment at the CCC facility.
- b. Travel
 - i. Travel to the following locations will be required for performance of the work under this contract:

Jamieson CCC, 19 Morris Drive, Dartmouth, Nova Scotia, B3B 0M3

1.6 Language of Work:

The contractor must perform all work in English.



**ANNEX B
PROPOSED BASIS OF PAYMENT**

Payment shall be made 30 days after completion and to the satisfaction of the Regional Manager Engineering and Maintenance or his delegate for the Crown and upon receipt of invoice.

The hourly rate listed on the table is a firm all inclusive rate.

In the event of a dispute, the contractor is to make any and all records available to the Department Representative to substantiate time and/or material spent on any one job.

The repair and upgrade as per Annex A are to be performed on an hourly rate. Payable time start when located at the principal entrance or approved time by Department Representative.

Parts and materials will be invoiced at the suppliers' landed cost plus a 20% markup. CSC reserves the right to request and obtain copies of invoices, delivery slips, receipts or other justification document it judges necessary before issuing payment.

The estimated quantity entered for labour and parts/materials are an estimate only and does not infer that the full amount will be utilized.

Category of rate	Year 1 : June 16, 2021 to June 15, 2022 Hourly Rate GST/HST Extra	Optional Year 1 : June 16, 2022 to June 15, 2023 Hourly Rate GST/HST Extra	Optional Year 2 : June 16, 2023 to June 15, 2024 Hourly Rate GST/HST Extra	Optional Year 3 : June 16, 2024 to June 15, 2025 Hourly Rate GST/HST Extra	Optional Year 4 : June 16, 2025 to June 15, 2026 Hourly Rate GST/HST Extra
1. Quaterly inspection for the elevator. All inclusive price per inspection, testing and maintenance as per CSA requirement. (lump sum)	\$	\$	\$	\$	\$
2. Licensed Elevator Mechanic: Hourly rate for working hours Services. Monday to Friday 0700- 17h30	\$	\$	\$	\$	\$
3. Licensed Elevator Mechanic: Hourly rate for outside regular working hours 17h31-06h59, including Weekends and Holidays.	\$	\$	\$	\$	\$



ANNEX C - EVALUATION CRITERIA

Supplier: _____

Mandatory Evaluation Criteria

- Offers **MUST** meet all of the following mandatory requirements. Offers must be supported by proper and adequate detail, particularly where a mandatory item requires supporting evidence. **Those not meeting all of these mandatory requirements will be given no further consideration.**
- The mandatory evaluation criteria are:

ATTENTION OFFERORS: WRITE THE RELEVANT PAGE NUMBER(S) FROM YOUR OFFER WHICH ADDRESSES THE REQUIREMENT BESIDE THE CRITERIA BELOW.

		FOR EVALUATION PURPOSES ONLY			
	Requirement	Page #	Met	Not Met	Comments
1.	Provide proof that bidder has an account in good standing with the applicable provincial Worker's Compensation Board/Commission.				
2.	Provide a declaration letter signed by the supplying firm's owner whereas the supplying firm will maintain its Provincial Worker's Compensation/Board coverage for the duration of the standing offer agreement and that all its sub-contractors will be covered by said coverage				
3.	Provide a copy of at least two (2) technician's provincial elevating device mechanic's license				
4.	To be compliant with the requirements of the standing offer applicant must provide a letter from an insurance broker or insurance company who's authorized to operate in Canada, attesting that if the applicant is successful, he will be insured under the Commercial General Liability Insurance.				

Mandatory Requirements: **Passed** _____

Failed _____

Evaluation Team

Department

Evaluator's Name (Print)

Signature

Date
