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PART 1 - GENERAL INFORMATION

1. Statement of Work

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

2. Revision of Departmental Name

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

3. Debriefings

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

4. Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an 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 - 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 2022-03-29 Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

This bid solicitation cancels and supersedes previous bid solicitation number **21401-26-3878739** dated 22 June 2022 with a closing of 20 July 2022 at 1400hrs. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

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

Delete: sixty (60) days

Insert: ninety (90) days

2. Submission of Bids

Bidders must submit their bid only to Correctional Service of Canada (CSC) by the date, time and at the email address indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, CSC will not accept bids submitted in hard copy or by facsimile.

For bids submitted by email, Canada will delete bids delivered after the stipulated solicitation closing date and time. Canada will keep records documenting receipt of late bids by email

Canada will not accept any delayed bids

- a. Unless specified otherwise in the solicitation, Bidders must submit their bid to the CSC bid submission email address indicated on page 1 of the bid solicitation document. This email address is the only acceptable email address for Bidders to submit their bid in response to this bid solicitation.
- b. Bidders may transmit their bid at any time prior to the solicitation closing date and time.
- c. Bidders should include the bid solicitation number in the subject field of their email.



- d. Canada will not be responsible for any failure attributable to the transmission or receipt of the bid by email including, but not limited to, the following:
 - i. Receipt of a garbled, corrupted or incomplete bid;
 - ii. Availability or condition of the email service;
 - iii. Incompatibility between the sending and receiving equipment;
 - iv. Delay in transmission or receipt of the bid;
 - v. Failure of the Bidder to properly identify the bid;
 - vi. Illegibility of the bid;
 - vii. Security of bid data;
 - viii. Failure of the Bidder to send the bid to the correct email address;
 - ix. Connectivity issues; or
 - x. Email attachments that are blocked or not received even though the Bidder's email has been successfully delivered.
- e. CSC will send an acknowledgement of receipt of the Bidder's email by email from the email address provided for the submission of bids. This acknowledgement will confirm only the receipt of the Bidder's email and will not confirm if all of the Bidder's email attachments have been received, may be opened nor if their contents are readable. CSC will not respond to follow-up emails from Bidders requesting confirmation of attachments.
- f. Bidders must ensure they are using the correct email address for bid submission and should not rely on the accuracy of copying and pasting the email address from the solicitation document cover page.
- g. A bid transmitted by a Bidder to the CSC submission email address constitutes the Bidder's formal bid, and must be submitted in accordance with section 05 of 2003, Standard Instructions – Goods or Services – Competitive Requirements.
- h. Bidders are to note that CSC's email system has a limit of 10 MB per single email message. CSC's email system will reject emails with the following attachments: batch files, executable files, and image files in the following formats: JPEG, GIF, TIFF. Canada will not accept encrypted emails or emails that include attachments with passwords.

CSC recommends that bidders submit their response to the requirements of this solicitation in typewritten format.

Bidders must ensure that any handwritten information included in their bid is clearly legible in order to allow CSC to complete the bid 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 bids comply with all of the requirements of the bid solicitation including, if applicable, any and all evaluation criteria

3. Former Public Servants

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



Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**
If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 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 separate sections as follows:

Section I: Technical Bid: **one (1) electronic copy in PDF format**

Section II: Financial Bid: **one (1) electronic copy in PDF format**

Section III: Certifications: **one (1) electronic copy in PDF format**

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

Bidders should submit their technical bid and financial bid in two (2) separate documents.

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 for lowest bidder.
- (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.

2. Basis of Selection

SACC Manual Clause A0031T (2010-08-16), Basis of Selection - Mandatory Technical Criteria
SACC Manual Clause A0069T (2007-05-25), Basis of Selection



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

(a) 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:

Four horizontal lines for listing names, arranged in two columns of two.

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
SACC Manual clause A3015C (2014-06-26) Certifications - Contract

1.5 Language Requirements - English

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

1.6 Education and Experience

SACC Manual clause A3010T (2010-08-16) Education and Experience

1.7 Certification:

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



PART 6 - RESULTING CONTRACT CLAUSES

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

1. Institutional Access Requirements

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

2. Statement of Work

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

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [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 (2022-01-28), General Conditions - Services (Medium Complexity), apply to and form part of the Contract.

3.2 Supplemental General Conditions

4013 (2021-11-29) – Compliance with On-Site Measures, Standing Orders, Policies, and Rules – apply to and form part of the contract

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of 15 November 2022 to 14 November 2025 inclusive.



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 2 additional one 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 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.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Laycie McConnell
Title: A/Regional Procurement & Contracting Officer
Correctional Service Canada
Branch/Directorate: Regional Contracting and Material Services – Ontario Region
Telephone: 613-329-6237
Facsimile: 613-536-4571
E-mail address: laycie.mcconnell@csc-scc.gc.ca

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

5.2 Project Authority

The Project Authority for the Contract is:

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

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



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, the Contractor will be paid the firm unit price the firm unit price(s) in accordance with the basis of payment, in Annex B. 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

6.2 Limitation of Price

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

6.3 Single Payment

SACC Manual clause H1000C (2008-05-12), Single Payment

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

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.

Invoices must be distributed as follows:

- a) The original and one (1) copy must be forwarded to the Project Authority of the Contract for certification and payment.
- b) Invoices must be accompanied by a contractor's work order specifying: the site location, elevator installation number and location; work done (including any materials used); date of work; and technician's name and Certificate/Licence number.



8. Certifications and Additional Information

8.1 Compliance

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

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

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC) - Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

8.3 SACC Manual Clauses

SACC Manual clause A0072C (2008-12-12), Termination on Thirty days Notice

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 Supplemental General Conditions 4013 (2021-11-29) – Compliance with On-Site Measures, Standing Orders, Policies, and Rules
- (c) the General Conditions 2010C (2022-01-28), General Conditions - Services (Medium Complexity)
- (d) Annex A, Statement of Work
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated _____ (to be inserted at contract award).

11. Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.



12. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

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:

- 13.1 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).
- 13.2 The Contractor must advise the Minister of any change in ownership control for the duration of the contract.
- 13.3 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 will have the right to treat this Contract as being in default and terminate the contract accordingly.
- 13.4 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 must 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 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.
- 17.3 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 His 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 must be furnished by the Contractor to the Project Authority or His Majesty at such time as the Project Authority or His 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 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](#).

20. 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](#).

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 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.

21.2 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.



22. Proactive Disclosure of Contracts with Former Public Servants

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

23. Information Guide for Contractors

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

24. Government Site Regulations

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

ANNEX A – Statement of Work

Project Name: ELEVATOR/ELEVATION/HANDICAP DEVICE PERIODIC INSPECTIONS

Institution: ONTARIO REGION

1.0 Background

The Correctional Service of Canada has multiple elevators, freight Elevators and handicap Lifting devices in the Ontario region, which require yearly certification, routine inspection, and routine maintenance to stay certified as per Federal, Provincial, Municipal and Legislation meeting ASME 17.1 code Section 8.6, within the Province of Ontario.

2.0 Objectives

Complete inspections to meet or exceed certification of all elevator, freight elevator and handicap lifting devices

3.0 Scope of work

The Contractor must:

- a) Provide all required labour, a minimum 2 of the Technicians submitted must be fully licensed. Tools and materials to perform, per contract year, eleven (11) monthly and one (1) annual inspection, testing, and associated preventative maintenance on the specified elevating devices.
- b) Provide all materials for the inspections, testing and associated preventative maintenance, including but not limited to, lubricants, oil and fluids for normal "top-up" to level when not related to leaks.
- c) Notify the Project Authority of any required repairs; which will be completed under a separate contract.
- d) Ensure the scope of inspections and preventative maintenance meet the minimum requirements laid out in ASME A17.1/CSA B44 "Safety Code for Elevators and Escalators" (as amended from time to time), ASME A17.2 "Guide for Inspection of Elevators, Escalators and Moving Walks" (as amended from time to time), the Technical Standards and Safety Act and O.Reg.209/01 Elevating Devices (both as amended from time to time), Technical Standards & Safety Authority requirements, manufacturers' recommendations and each elevator's Maintenance Control Program. Notwithstanding, the Contractor must inspect, test and maintain each elevator twelve times per year per Scope item 1) above.
- e) Update site maintenance logs prior to leaving the site.
- f) Ensure each invoice includes:
 - a) the site location, elevator installation number and location;
 - b) work performed, including any materials used;
 - c) date of work; and
 - d) technician's name and Certificate or Licence number.
- g) Submit all service reports to the Technical Authority no later than two (2) weeks after the inspection.

4.0 Locations

<u>SITE</u>	<u>ADDRESS</u>	<u>BRAND</u>	<u>TYPE</u>	<u>INSTALLATION #</u>
RHQ	445 UNION ST W	THSSENKRUPP	HYDRAULIC ELEVATOR	64500328
RSC	443 UNION ST W	DOVER	HYDRAULIC ELEVATOR	70974
MILLHAVEN E UNIT	5775 BATH ROAD	KONE	HYDRAULIC ELEVATOR	10834
MILLHAVEN A UNIT	5775 BATH ROAD	KONE	HYDRAULIC ELEVATOR	10833
MILLHAVEN J UNIT	5775 BATH ROAD	KONE	HYDRAULIC ELEVATOR	10835
MILLHAVEN GI	5775 BATH ROAD	OTIS	HYDROFIT HYDRAULIC	614675
MILLHAVEN GO	5775 BATH ROAD	OTIS	HYDROFIT HYDRAULIC	614676
BATH GI	5775 BATH ROAD	OTIS	HYDROFIT HYDRAULIC	614670
BATH GO	5775 BATH ROAD	OTIS	HYDROFIT HYDRAULIC	614671
BATH RTC	5775 BATH ROAD	OTIS	HYDROFIT HYDRAULIC	614672
COLLINS BAY MEDIUM	1455 BATH ROAD B-1	DOVER CIMARRON	PASSENGER ELEVATOR	69922
COLLINS BAY MEDIUM	1455 BATH ROAD C-36	THSSENKRUPP	LIFT	84728
COLLINS BAY MEDIUM	1455 BATH ROAD A-1	NORTHERN	PASSENGER ELEVATOR	67873
COLLINS BAY MINIMUM	1455 BATH ROAD F32-N	KONE MONTGOMERY	PASSENGER ELEVATOR	71156
COLLINS BAY MINIMUM	1455 BATH ROAD F36-A	SAVARIA S.I.	LIFT	70767
COLLINS BAY MINIMUM	1455 BATH ROAD FF-46	SCHINDLER	PASSENGER ELEVATOR	63430371
HENRY TRAIL CCC	1453 BATH ROAD	THSSENKRUPP	PASSENGER ELEVATOR	654010
JOYCEVILLE MEDIUM	HWY 15 JOYCEVILLE	KONE MONTGOMERY	HYDRAULIC ELEVATOR	067800
JOYCEVILLE MEDIUM	HWY 15 JOYCEVILLE	KONE MONTGOMERY	HYDRAULIC ELEVATOR	061133

JOYCEVILLE MEDIUM	HWY 15 JOYCEVILLE	OTIS	FREIGHT ELEVATOR	010274
JOYCEVILLE MEDIUM GI	HWY 15 JOYCEVILLE	OTIS	HYDRAULIC LIFT	614674
JOYCEVILLE MEDIUM GO	HWY 15 JOYCEVILLE	OTIS	HYDRAULIC LIFT	614673
JOYCEVILLE MINIMUM	HWY 15 JOYCEVILLE BLDG 70	DOVER	HYDRAULIC ELEVATOR	71383
JOYCEVILLE MINIMUM	HWY 15 JOYCEVILLE BLDG 71	DOVER	HYDRAULIC ELEVATOR	71384
JOYCEVILLE MINIMUM	HWY 15 JOYCEVILLE BLDG 51	DOVER	HYDRAULIC ELEVATOR	71385
JOYCEVILLE MINIMUM	HWY 15 JOYCEVILLE	CONCORD	LIFT	072541
JOYCEVILLE MINIMUM	HWY 15 JOYCEVILLE PP85	SCHINDLER	PASSENGER ELEVATOR	6468281
WARKWORTH	CAMPBELLFORD ON	OTIS	HYDROFIT HYDRAULIC	614677
BEAVERCREEK	GRAVENHURST ON A&D	MATOT	DUMBWAITER	73512
BEAVERCREEK	GRAVENHURST ON UNITY	OTIS	PASSENGER ELEVATOR	64620307
BEAVERCREEK	GRAVENHURST ON H.S.	SCHINDLER	PASSENGER ELEVATOR	64681109
BEAVERCREEK	GRAVENHURST ON VISTA	OTIS	PASSENGER ELEVATOR	64620304
BEAVERCREEK GO	GRAVENHURST ON	OTIS	PASSENGER ELEVATOR	64620303
BEAVERCREEK	GRAVENHURST ON V&C	ATLANTIC	VERTICAL LIFT PLATFORM	67208
BEAVERCREEK	GRAVENHURST ON	CONCORD	PASSENGER ELEVATOR	76860

5.0 Travel

Contractors are required to travel to and from the sites. No extra costs related to travel will be reimbursed through this contract.

6.0 Material Requirements

Contractor shall provide all personnel, tools, services, supplies, materials, supervision and equipment to complete the work as described.

7.0 Requirements and Considerations

Contractor shall comply with the following:

7.1 Safety

All applicable Federal and Provincial safety codes shall be adhered to
The contractor shall maintain compliance of site procedures regarding potential hazardous work locations and situations.

Employees should be aware that smoking is only permitted in designated areas

7.2 Certificates, inspections, standards, codes of practice and regulations

All work shall comply with any applicable federal or provincial/territorial regulations. Contractor shall provide documentation confirming such to the project authority.

Work shall comply with the National Building Code or Ontario Building Code – whichever one has more stringent requirements.

All new materials shall be installed in accordance with manufacturer's specifications, engineering standards, building codes, and best practices.

8.0 Workmanship and housekeeping

Contractor shall provide all necessary equipment and materials to complete the work as described in the scope of work.

Any equipment damaged in the course of this project shall be repaired and restored to normal operation by the contractor at no cost to CSC.

Workmanship shall be of the highest standard and shall meet all industry standards.

Worksite shall be kept clean and neat and upon project completion the workplace area shall be clean, free of post construction materials and returned to original integrity.

If work is to be completed in an occupied area then construction area shall be hoarded off and institutional property shall be protected from damage and dust.

Contractor shall be responsible for taking accurate measurements.

All work and the work site shall be visually inspected by the Project Authority or their representative and completed/cleaned up to the satisfaction of project authority prior to project closeout.

9.0 Tool Control

Any scrap material shall be accounted for and cleaned up.

10.0 Site Access

Work must be performed during regular working hours of 08:00-15:30 Monday to Friday

All work shall be completed without delay and a schedule of operation shall be provided to the Project Authority 5 business days prior to commencing work. The schedule shall include the following: start date, hours of work, and completion date.

11.0 Additional work or delays

Any additional work beyond that described in this scope of work shall be approved by the Project Authority prior to commencing additional work.

Any circumstances that cause delay during the project shall be identified to the Project Authority as soon as the circumstance is discovered and shall be followed up in writing to the Project Authority.

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 the scope of work, the Contractor will be paid an all inclusive firm price as set below in the performance of this Contract, HST or GST extra.

2.0 Contract Period: 15 November 2022 to 14 November 2025.

Bidders should use the following format when submitting their financial proposal:

INSPECTIONS	FREQUENCY "A"	TOTAL ELEVATORS TO INSPECT "B"	RATE "C"	TOTAL (A x B x C =D)	Length of Contract- 3 yrs (D x 3)
1 year					
MONTHLY	11 PER YEAR	35 ELEVATORS	\$	\$	
ANNUAL	1 PER YEAR	35 ELEVATORS	\$	\$	
			TOTAL:	\$	

- a) All prices are to be quoted GST/HST EXTRA.
- b) Payments will be made upon submission of, based on call-up for the weekly and Monthly inspections. Invoices shall include detailing the dates of service, contract number. Total cost of invoice the level of effort expended during the billing period, in the call-up.
- c) In case of an error in the extension of prices, the unit price will govern.

3.0 Options to Extend the Contract Period:

Subject to the exercise of the option to extend the Contract period in accordance with Article <To Be Inserted at Contract Award> of the original contract, Options to Extend Contract, the Contractor will be paid the firm all inclusive rate(s), in accordance with the following table, GST or HST extra, to complete all Work and services required to be performed in relation to the Contract extension.

3.1 Option Period 1: 15 November 2025 to 14 November 2026

INSPECTIONS	FREQUENCY "A"	TOTAL ELEVATORS TO INSPECT "B"	RATE "C"	TOTAL (A x B x C =D)
MONTHLY	11 PER YEAR	35 ELEVATORS	\$	\$
ANNUAL	1 PER YEAR	35 ELEVATORS	\$	\$
			TOTAL:	\$

3.2 Option Period 2: 15 November 2026 to 14 November 2027

INSPECTIONS	FREQUENCY "A"	TOTAL ELEVATORS TO INSPECT "B"	RATE "C"	TOTAL (Ax B x C =D)
MONTHLY	11 PER YEAR	35 ELEVATORS	\$	\$
ANNUAL	1 PER YEAR	35 ELEVATORS	\$	\$
			TOTAL:	\$

The Contractor must advise the Project Authority when 75% of the Contract's financial limitation is reached. This financial information can also be requested by the project Authority on an as-requested basis.

3.0 HST or GST

(a) All prices and amounts of money in the contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.

The estimated HST or GST of \$< To Be Inserted at Contract Award > is included in the total estimated cost shown on page 1 of this Contract. The estimated GST or HST to the extent applicable 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 the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of GST or HST paid or due.

Annex C- Evaluation Criteria

1.0 Technical Evaluation:

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

- Mandatory Technical Criteria

It is **imperative** that the proposal **address each of these criteria to demonstrate that the requirements are met.**

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

1.6 Response Format

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



MANDATORY TECHNICAL CRITERIA – Periodic Elevator Inspections

#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met
M1	Bidder must provide a copy of certification that the company is licensed to work in the Province of Ontario on Elevating, Handicap lifting and Freight elevators, and provide Inspection Certificates for each.		
M2	Bidder must provide a copy(ies) of ALL proposed technicians Certification, confirming they are licensed or registered to work in the province of Ontario and on all the devices listed in Annex A. Minimum, 2 of the Technicians submitted must be fully licensed.		