



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

COURRIEL / EMAIL :
GEN-QUE307Soumissions@CSC-SCC.GC.CA
 (Maximum 10 MO par envoi)

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

Proposal to: Correctional Service Canada – Proposition à:
Service Correctionnel du Canada

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

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

Comments — Commentaires :

«THIS DOCUMENT DOES NOT CONTAIN A SECURITY REQUIREMENT»
 «LE PRÉSENT DOCUMENT NE COMPORTE AUCUNE EXIGENCE RELATIVE À LA SÉCURITÉ.»

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

Telephone # — N° de Téléphone :

Fax # — No de télécopieur :

Email / Courriel :

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

Title — Sujet: Transfer switches maintenance services Service d'entretien des commutateurs de transfert	
Solicitation No. — N° de l'invitation 21301-25- 4723666	Date: June 26, 2024 26 Juin 2024
Client Reference No. — N° de Référence du Client 21301-25- 4723666	
GETS Reference No. — N° de Référence de SEAG	
Solicitation Closes — L'invitation prend fin at / à : 2 :00 pm (EDT) / 14h00 (HAE) on / le : August 16, 2024 / 16 août 2024	
F.O.B. — F.A.B. Plant – Usine: Destination: X Other-Autre:	
Address Enquiries to — Soumettre toutes questions à: Kim Lavallée Agente régionale intérimaire, Services des Contrats & Gestion du Matériel Acting Regional supply and contract officer kim.lavallee@csc-scc.gc.ca	
Telephone No. – N° de téléphone: 514-235-9156	Fax No. – N° de télécopieur:
Destination of Goods, Services and Construction: Destination des biens, services et construction: See herein / Voir aux présentes	
Instructions: See Herein Instructions : Voir aux présentes	
Delivery Required — Livraison exigée : See herein	Delivery Offered – Livraison proposée : 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 bid proposal / Signer et retourner la page de couverture avec la proposition)	



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PART 1 - GENERAL INFORMATION

1. Statement of Work

The Work to be performed is detailed under Annex « A » of the resulting contract clauses.

2. Revision of Departmental Name

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

3. Debriefings

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



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](#) (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2. Submission of Bids

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

Section 06 Late bids of 2003 Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: Section 06 in its entirety.

Insert: 06 Late bids:

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.

Section 07 Delayed bids of 2003 Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: Section 07 in its entirety.

Insert: 07 Delayed bids:

Canada will not accept any delayed bids.

Section 08 Transmission by facsimile or by E-Post Connect of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: Section 08 in its entirety.

Insert: 08 Transmission by email

- 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.

Section 09 Customs clearance of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is deleted in its entirety.

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 *(to be completed by the bidder)*

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 *(to be completed by the bidder)*

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 ten (10) 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 the province of Quebec.

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.

6. Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. The [CanadaBuys](#) website, under the heading "[Following up on a bid](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombud (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are strict deadlines for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.



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.

In order to assist Canada in meeting the objectives of the [Policy on Green Procurement](#) when feasible bidders should:

- 1) Include all environmental certification(s) relevant to your organization (such as ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.).
- 2) Include all third party environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (such as Canadian Standards Association (CSA Group), Underwriters Laboratories (ULSolutions); Forest Stewardship Council (FSC), ENERGystar, etc.).

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

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

4. Section III: Certifications

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



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

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

1.2 Financial Evaluation

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

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

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

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

In the event of an error in the multiplication or addition of prices, the unit price will prevail.

2. Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.



PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

Compliance with Certifications.

Canada will declare non-compliant any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Bidder provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Bidder to be ineligible for award of a Contract for providing a false or misleading certification or declaration.

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 Ineligibility and Suspension Policy

1.1.1 Mandatory Compliance.

The Ineligibility and Suspension Policy (the "Policy") in effect on the date the solicitation of bids is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the solicitation of bids. The Bidder must comply with the Policy and Directives, which can be found at the [Office of Supplier Integrity and Compliance website](#).

1.1.2 Policy Summary

The Policy sets out the circumstances under which Canada may determine that the Supplier is ineligible to enter, or is suspended from entering into a Contract with Canada. The list of ineligible and suspended Suppliers is maintained on the [Office of Supplier Integrity and Compliance website](#).

1.1.3 Bidder Responsibilities. *(to be completed by the bidder)*

The Bidder must provide the following:

- a) **Initial Disclosure:** a [List of Names for integrity verification](#) that includes all information required by the Policy (section 13 – Disclosure); and
- b) if the Bidder is unable to certify all of the statements in the sub-clause below entitled 'Bidder Certifications', a completed [Integrity Declaration Form](#) providing all requested information and details of any material event that may affect the status of itself, its affiliates or its proposed first-tier subcontractors under the Policy.



1.1.4 Bidder Certifications.

Subject to the sub-clause below entitled "Integrity Declaration Form", by submitting an Bid in response to this solicitation of Bids, the Bidder certifies that:

- a) it has read and understands the [Ineligibility and Suspension Policy](#);
- b) it understands that certain circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
- c) it is aware that Canada may request additional information, certifications, and validations from the Bidder or a third party for the purpose of making a determination of ineligibility or suspension;
- d) none of the circumstances described in [Appendix 2 of the Policy](#) that will or may result in a determination of ineligibility or suspension, apply to itself, its affiliates or its proposed first tier subcontractors; and
- e) it is not aware of a determination of ineligibility or suspension issued by Canada that applies to it.

1.1.5 Integrity Declaration Form.

Where an Bidder is unable to provide any of the certifications required by the sub-clause above entitled "Bidder Certifications", at the time of its bid it must submit a completed [Integrity Declaration Form](#).

1.1.6 Continuing obligation to disclose during the execution of a contract

The supplier will provide written notice of any:

- a) change to the information provided pursuant to section 1.1.3 a) (which includes, without limitation, a change which is the result of a transfer or assignment);
- b) new charge with respect to the supplier; and
- c) new conviction or other circumstance with respect to itself, its affiliates and its first-tier subcontractors;

each to the extent relevant to this policy. Such will be provided to CSC:

- a) within 10 business days of any such change for all procurements, standing offers, supply arrangements, contracts and other instruments not executed, entered into or otherwise awarded; and
- b) within 22 business days of any such change for all procurements, standing offers, supply arrangements, contracts and other instruments executed, entered into or otherwise awarded.

1.2 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.



1.3 Status and Availability of Resources

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

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

1.4 Education and Experience

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

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

1.5 Certification:

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



PART 6 - RESULTING CONTRACT CLAUSES

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

1. 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](#) (2022-12-01), General Conditions - Services (Medium Complexity), apply to and form part of the Contract.

Subsection 5. Audit of the General Conditions is deleted in its entirety and replaced with the following:

5. Audit

The Contractor must maintain such records, and Canada and its authorized representatives will have the right to examine such records, at all times during the term of this Contract and for a period of seven years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. Should an examination reveal any overpayments by Canada, these will be claimed by Canada and immediately repaid by the Contractor.

3.2 Supplemental General Conditions

4013 (2022-06-20) – Compliance with On-Site Measures, Standing Orders, Policies, and Rules

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.



3.3 Replacement of Specific Individuals

- 3.3.1 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 3.3.2 If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
- a. The name, qualifications and experience of the proposed replacement; and
 - b. Proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 3.3.3 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the work does not release the Contractor from its responsibility to meet the requirements of the Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to July 31, 2026, inclusive.

4.2 Option to Extend the Contract

- 4.2.1 The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year periods 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.
- 4.2.2 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: Kim Lavallée
Title: Acting Regional Supply and Contract officer
Correctional Service of Canada
Branch or Directorate: Contracting and Materiel Services
Address: 250, montée St-François, Laval (Quebec) H7C 1S5

Telephone: 514-235-9156
E-mail address: kim.lavallee@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 *(will be completed upon the award of the Contract)*

The Project Authority for the Contract is:

Name: _____
 Title: _____
 Correctional Service Canada
 Branch/Directorate: _____
 Address: _____

 Telephone: ____ - ____ - _____
 Facsimile: ____ - ____ - _____
 E-mail address: _____

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 *(to be completed by the bidder)*

The Authorized Contractor's Representative is:

Name: _____
 Title: _____

 Organization: _____
 Address: _____

 Telephone: ____ - ____ - _____
 Facsimile: ____ - ____ - _____
 E-mail address: _____

Telephone number from which the Contractor can be reached 24/7: _____

6. Payment

6.1 Basis of Payment

For the Work described in the statement of work in annex A :

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in annex B, to a limitation of expenditure of \$_____ *(will be completed upon the award of the Contract)*. Customs duties are included, "excluded" and Applicable Taxes are extra.



6.2 Limitation of Expenditure *(will be completed upon the award of the Contract)*

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

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.

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

6.3 Single Payment

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

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

6.4 SACC Manual Clauses

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

1. Pursuant to paragraph 221 (1)(d) of the Income Tax Act, R.S. 1985, c. 1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.

2. To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

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

Time charged and the contract price of incidental materials used are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.



6.4.1 Audit

SACC Manual clause C1004C Auditing

Canada reserves the right to recover amounts and make adjustments to amounts payable to the Contractor where an examination of the Contractor's records has identified amounts allocated to the Contract that are not in accordance with the Contract terms.

Where the results of an examination indicate that an overpayment by Canada has occurred, such overpayment is due and payable on the date indicated in the notice of overpayment.

6.4.2 Discretionary Audit

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

1. The following are subject to government audit before or after payment is made:
 - a. The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
 - b. The accuracy of the Contractor's time recording system.
 - c. The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is reasonable and justifiable based on the estimated amount of profit included in earlier price or rate certification(s).
 - d. Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.
2. Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

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).

Note to bidders: *This clause will be deleted from the resulting contract clauses if the Contractor does not accept payment by MasterCard Acquisition Card.*



6.7 Direct deposit request

All new suppliers have to sign up for Direct Deposit to receive their payment. All “ **IFMMS Supplier Record Request / Revisions** ” CSC / SCC 1400-03 (R-2014-06) form, must be sent to GEN-QUE307Fournisseurs@CSC-SCC.GC.CA .

7. Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of the work order to support the work and time claimed;
2. Invoices must be distributed as follows:
 - a. The original must be forwarded to the address shown on page 1 of the Contract for certification and payment.

8. Certifications and Additional Information

8.1 Compliance

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

9. Applicable Laws

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

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 (2022-06-20) – Compliance with On-Site Measures, Standing Orders, Policies, and Rules
- (c) the General Conditions [2010C](#) (2022-12-01), General Conditions - Services (Medium Complexity), apply to and form part of the Contract ;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Insurance requirements;
- (g) the Contractor's bid dated _____ (*will be completed upon the award of the Contract*).



11. 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.

12. 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:

- 12.1 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).
- 12.2 The Contractor must advise the Minister of any change in ownership control for the duration of the contract.
- 12.3 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.
- 12.4 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.

13. Closure of Government Facilities

- 13.1 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.
- 13.2 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.

14. Tuberculosis Testing

- 14.1 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.

14.2 Failure to provide proof of and results of a tuberculin test may result in the termination of the contract.

14.3 All costs related to such testing will be at the sole expense of the Contractor.

15. Compliance with CSC Policies

15.1 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.

15.2 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.

15.3 Details on existing CSC policies can be found on the [CSC website](#) or any other CSC web page designated for such purpose.

16. Health and Labour Conditions

16.1 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.

16.2 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.

16.3 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.

16.4 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."

17. 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:

17.1 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;

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

17.3 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



17.4 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.

18. 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 Ombud (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at [the Office of the Procurement Ombud email address](#), by telephone at 1-866-734-5169, or by web at [the Office of the Procurement Ombud website](#). For more information on OPO's services, please see the [Procurement Ombud Regulations](#) or visit [the Office of the Procurement Ombud website](#).

19. Contract Administration

The Office of the Procurement Ombud (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 Ombud email address](#), by telephone at 1-866-734-5169, or by web [the Office of the Procurement Ombud website](#). For more information on OPO's services, please see the [Procurement Ombud Regulations](#) or visit [the Office of the Procurement Ombud website](#).

20. Privacy

20.1 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.

20.2 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.

21. 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.



22. 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.



APPENDIX A - Statement of Work

The Contractor must provide evaluation and maintenance services for the automatic and manual transfer switches at the Sainte-Anne-Des-Plaines penitentiary complex. The maintenance service includes ten (10) units of equipment.

1.1 Context

Correctional Services Canada must maintain the transfer switches in accordance with the manufacturer's requirements.

1.2 Objectives

The contractor must perform a preliminary evaluation and preventive maintenance on ten (10) transfer switches at the Sainte-Anne-Des-Plaines penitentiary complex.

1.3 Tasks

Visits must take place during working hours from Monday to Friday, between 8 a.m. and 4 p.m., over a period of 10 consecutive working days. The contractor will establish the maintenance schedule with the responsible authority at Correctional Service Canada. Tasks include, but are not limited to, the following:

The contractor must:

- Test and maintain automatic transfer switches in accordance with CSA C282-15 norms.
- Perform a visual inspection and mechanical check.
- Measure insulation resistance.
- Measure contact resistance.
- Perform interlock verification.
- Check transfer sequence.
- Check the switches for optimal operation.
- Conduct a thermographic analysis of all connections, contacts and energized components under full load in both normal and emergency situations.
- Perform or provide assistance in performing a full load test.
 - Simulation of a loss of power;
 - Simulation of a return to normal power;
 - Simulation of an emergency power loss;
 - Simulation of all forms of single-phase states
- Produce a technical report, written in French, of the maintenance and observations as well as recommendations. The report should include screenshots or other readings from the thermographic tests.
- Submit report to Correctional Service Canada within 30 days of completion of work.
- The contractor must provide an emergency telephone number through which they can be reached 24 hours a day, 7 days a week.
- The contractor must return all emergency calls to the responsible authority at Correctional Service Canada within a maximum of 4 hours.
- For emergency work, the contractor must start said work within a maximum of twenty-four (24) hours following a service call.
- Including but not limited to, the contractor must include and supply all basic parts and equipment required for the transfer switch maintenance.



1.4 Equipment list

This complete maintenance service covers the following equipment:

Building A-05

- ATS EATON CUTLER HAMMER; Model TYPE MDS, S/N 2500EODO

Building A-25

- ATS GE Digital Energy; Model Z20M3S1AB61XD5XXX, S/N 1624365-1
- MTS ABB CONTROL; Model NF12001-3TN-S01; S/N ES1360-1240

Archambault medium security Building

- ATS GE Digital Energy; Model Z2003S1AB61VDX7XXX, S/N 1624364-1
- MTS GE ZENITH ZTG; Model 2G1MA20031=61-M601 X, S/N 1623377-1

USD Building

- ATS GE Digital Energy; Model Z20K3S1AB61XDX3XXX, S/N 1624266-1
- MTS ABB CONTROL; Model NF8001-3TN, S/N ES1349-1236

CRR Building

- ATS KOELER; Model ZCB-560341-1200, S/N K2029380
- MTS KOELER; Model KCT-ANTA-1200S, S/N K202 7126

Wastewater treatment building

- ATS EATON CUTLER; Model 5BIH3KDA30200OESC, S/N CA80015118-001-15

1.5 Work location

a) Contractor must perform the work at:

Complexe Sainte-Anne-Des-Plaines :

Building A-05
Building A-25
Building Archambault medium
Building USD
Building CRR
Wastewater treatment Building

242 Gibson Boulevard
Sainte-Anne-des-Plaines QC J5N 1V8

244 Gibson Boulevard
Sainte-Anne-des-Plaines QC J5N 1V8

246 Gibson Boulevard
Sainte-Anne-des-Plaines QC J5N 1V8

b) No travel is included in the scope of this contract.



ANNEX B – Proposed Basis of Payment

1.0 Contract Period

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

For the provision of services as described in Annex A - Statement of Work, the Contractor will be paid the all-inclusive firm unit prices and hourly rates below in the performance of this Contract, Applicable Taxes extra.

2.0 Options to Extend the Contract Period:

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

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 Applicable Taxes

3.1 All prices and amounts of money in the contract are exclusive of Applicable Taxes, unless otherwise indicated. Applicable Taxes are extra to the price herein and will be paid by Canada.

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

4.0 Electronic Payment of Invoices – Bid *(to be completed by the bidder)*

Canada requests that Bidders complete option 1 or 2 below:

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

The following Electronic Payment Instrument(s) are accepted:

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

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

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

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



**BASIS OF PAYMENT
 SAINTE-ANNE-DES-PLAINES COMPLEX
 TRANSFER SWITCHES MAINTENANCE
 Fixed period 1st year : from time of issue to July 31, 2025**

Unit Price Table

It has been agreed between Her Majesty and the Contractor that the table below is the "Unit Price Table for the Contract". Prices must include, among other things: profits and administration fees, labor cost, all transport including fuel as well all the elements in the technical specifications.

Item	Description	Unit of measurement	Unit price (before tax)	Quantity	Price
Part A - Annual Evaluation and Maintenance (fixed part)					
A.1	Annual Evaluation and Maintenance - Building A-05 • ATS EATON CUTLER HAMMER ; Model TYPE MDS, S/N 2500EODO	each	_____ \$	1	_____ \$
A.2	Annual Evaluation and Maintenance - Building A-25 • ATS GE Digital Energy ; Model Z20M3S1AB61XD5XXX, S/N 1624365-1	each	_____ \$	1	_____ \$
A.3	Annual Evaluation and Maintenance - Building A-25 • MTS ABB CONTROL ; Model NF12001-3TN-S01 ; S/N ES1360-1240	each	_____ \$	1	_____ \$
A.4	Annual Evaluation and Maintenance - Archambault medium security Building • ATS GE Digital Energy ; Model Z2003S1AB61VDX7XXX, S/N 1624364-1	each	_____ \$	1	_____ \$
A.5	Annual Evaluation and Maintenance - Archambault medium security Building • MTS GE ZENITH ZTG ; Model 2G1MA20031=61-M601 X, S/N 1623377-1	each	_____ \$	1	_____ \$
A.6	Annual Evaluation and Maintenance - USD Building • ATS GE Digital Energy ; Model Z20K3S1AB61XDX3XXX, S/N 1624266-1	each	_____ \$	1	_____ \$
A.7	Annual Evaluation and Maintenance - USD Building • MTS ABB CONTROL ; Model NF8001-3TN, S/N ES1349-1236	each	_____ \$	1	_____ \$
A.8	Annual Evaluation and Maintenance - CRR Building • ATS KOELER ; Model ZCB-560341-1200, S/N K2029380	each	_____ \$	1	_____ \$
A.9	Annual Evaluation and Maintenance - CRR Building • MTS KOELER ; Model KCT-ANTA-1200S, S/N K202 7126	each	_____ \$	1	_____ \$
A.10	Annual Evaluation and Maintenance - Wastewater treatment building ATS EATON CUTLER ; Model 5BIH3KDA30200OESC, S/N CA80015118-001-15	each	_____ \$	1	_____ \$
Subtotal					_____ \$
Item	Description	Unit of measurement	Unit price (before tax)	Estimated quantity (*)	Estimated price
Part B –Labor (Variable Part)					
B.1	Technician hourly rate for service calls Monday to Friday, 8:00 am to 5:00 pm.	Hr	_____ \$	40	_____ \$
B.2	Technician hourly rate for said emergency work Monday to Friday, 8:00 am to 5:00 pm.	Hr	_____ \$	24	_____ \$
B.3	Technician hourly rate for said emergency work, outside normal working hours (evenings, weekends, and holidays).	Hr	_____ \$	24	_____ \$
Part C – Materials, parts, equipment, and special services: (Variable Part)					
C.1	The supply of any other materials, parts, special equipment and/or related services will be invoiced to CSC at cost price with a mark-up percentage	%	_____ %	20 000 \$	_____ \$
Estimated Total:					_____ \$
*The contract amount may be higher or lower than said valuation.					
Hourly rates: ONLY services rendered will be paid. Hourly rates only apply to productive work time on the premises. Hourly rates do not apply to meal times or unauthorized breaks. No excess will be paid for travel time to the site. In other words, the time paid will be calculated from the time of authorized arrival on site to the time of actual completion of the work.					
Expenses: ONLY expenses billed in accordance with the above rates will be paid. The rates submitted include EVERYTHING necessary to perform the work in accordance with the services expected. This includes, but is not limited to: administration fees and expenses, profit, transportation of labor, transportation of equipment, transportation of materials and/or any other expenses necessary to perform the services.					



BASIS OF PAYMENT
SAINTE-ANNE-DES-PLAINES COMPLEX
TRANSFER SWITCHES MAINTENANCE
Fixed period 2nd year : From August 1st 2025 until July 31, 2026

Unit Price Table

It has been agreed between Her Majesty and the Contractor that the table below is the "Unit Price Table for the Contract". Prices must include, among other things: profits and administration fees, labor cost, all transport including fuel as well all the elements in the technical specifications.

Item	Description	Unit of measurement	Unit price (before tax)	Quantity	Price
Part A - Annual Evaluation and Maintenance (fixed part)					
A.1	Annual Evaluation and Maintenance - Building A-05 • ATS EATON CUTLER HAMMER ; Model TYPE MDS, S/N 2500EODO	each	_____ \$	1	_____ \$
A.2	Annual Evaluation and Maintenance - Building A-25 • ATS GE Digital Energy ; Model Z20M3S1AB61XD5XXX, S/N 1624365-1	each	_____ \$	1	_____ \$
A.3	Annual Evaluation and Maintenance - Building A-25 • MTS ABB CONTROL ; Model NF12001-3TN-S01 ; S/N ES1360-1240	each	_____ \$	1	_____ \$
A.4	Annual Evaluation and Maintenance - Archambault medium security Building • ATS GE Digital Energy ; Model Z2003S1AB61VDX7XXX, S/N 1624364-1	each	_____ \$	1	_____ \$
A.5	Annual Evaluation and Maintenance - Archambault medium security Building • MTS GE ZENITH ZTG ; Model 2G1MA20031=61-M601 X, S/N 1623377-1	each	_____ \$	1	_____ \$
A.6	Annual Evaluation and Maintenance - USD Building • ATS GE Digital Energy ; Model Z20K3S1AB61XDX3XXX, S/N 1624266-1	each	_____ \$	1	_____ \$
A.7	Annual Evaluation and Maintenance - USD Building • MTS ABB CONTROL ; Model NF8001-3TN, S/N ES1349-1236	each	_____ \$	1	_____ \$
A.8	Annual Evaluation and Maintenance - CRR Building • ATS KOELER ; Model ZCB-560341-1200, S/N K2029380	each	_____ \$	1	_____ \$
A.9	Annual Evaluation and Maintenance - CRR Building • MTS KOELER ; Model KCT-ANTA-1200S, S/N K202 7126	each	_____ \$	1	_____ \$
A.10	Annual Evaluation and Maintenance - Wastewater treatment building ATS EATON CUTLER ; Model 5BIH3KDA30200OESC, S/N CA80015118-001-15	each	_____ \$	1	_____ \$
Subtotal					_____ \$
Item	Description	Unit of measurement	Unit price (before tax)	Estimated quantity (*)	Estimated price
Part B –Labor (Variable Part)					
B.1	Technician hourly rate for service calls Monday to Friday, 8:00 am to 5:00 pm.	Hr	_____ \$	40	_____ \$
B.2	Technician hourly rate for said emergency work Monday to Friday, 8:00 am to 5:00 pm.	Hr	_____ \$	24	_____ \$
B.3	Technician hourly rate for said emergency work, outside normal working hours (evenings, weekends, and holidays).	Hr	_____ \$	24	_____ \$
Part C – Materials, parts, equipment, and special services: (Variable Part)					
C.1	The supply of any other materials, parts, special equipment and/or related services will be invoiced to CSC at cost price with a mark-up percentage	%	_____ %	20 000 \$	_____ \$
Estimated Total:					_____ \$
*The contract amount may be higher or lower than said valuation.					
Hourly rates: ONLY services rendered will be paid. Hourly rates only apply to productive work time on the premises. Hourly rates do not apply to meal times or unauthorized breaks. No excess will be paid for travel time to the site. In other words, the time paid will be calculated from the time of authorized arrival on site to the time of actual completion of the work.					
Expenses: ONLY expenses billed in accordance with the above rates will be paid. The rates submitted include EVERYTHING necessary to perform the work in accordance with the services expected. This includes but is not limited to: administration fees and expenses, profit, transportation of labor, transportation of equipment, transportation of materials and/or any other expenses necessary to perform the services.					



**BASIS OF PAYMENT
 SAINTE-ANNE-DES-PLAINES COMPLEX
 TRANSFER SWITCHES MAINTENANCE
 Optional period #1: From August 1st, 2026, until July 31, 2027**

Unit Price Table

It has been agreed between Her Majesty and the Contractor that the table below is the "Unit Price Table for the Contract". Prices must include, among other things: profits and administration fees, labor cost, all transport including fuel as well all the elements in the technical specifications.

Item	Description	Unit of measurement	Unit price (before tax)	Quantity	Price
Part A - Annual Evaluation and Maintenance (fixed part)					
A.1	Annual Evaluation and Maintenance - Building A-05 • ATS EATON CUTLER HAMMER ; Model TYPE MDS, S/N 2500EODO	each	_____ \$	1	_____ \$
A.2	Annual Evaluation and Maintenance - Building A-25 • ATS GE Digital Energy ; Model Z20M3S1AB61XD5XXX, S/N 1624365-1	each	_____ \$	1	_____ \$
A.3	Annual Evaluation and Maintenance - Building A-25 • MTS ABB CONTROL ; Model NF12001-3TN-S01 ; S/N ES1360-1240	each	_____ \$	1	_____ \$
A.4	Annual Evaluation and Maintenance - Archambault medium security Building • ATS GE Digital Energy ; Model Z2003S1AB61VDX7XXX, S/N 1624364-1	each	_____ \$	1	_____ \$
A.5	Annual Evaluation and Maintenance - Archambault medium security Building • MTS GE ZENITH ZTG ; Model 2G1MA20031=61-M601 X, S/N 1623377-1	each	_____ \$	1	_____ \$
A.6	Annual Evaluation and Maintenance - USD Building • ATS GE Digital Energy ; Model Z20K3S1AB61XDX3XXX, S/N 1624266-1	each	_____ \$	1	_____ \$
A.7	Annual Evaluation and Maintenance - USD Building • MTS ABB CONTROL ; Model NF8001-3TN, S/N ES1349-1236	each	_____ \$	1	_____ \$
A.8	Annual Evaluation and Maintenance - CRR Building • ATS KOELER ; Model ZCB-560341-1200, S/N K2029380	each	_____ \$	1	_____ \$
A.9	Annual Evaluation and Maintenance - CRR Building • MTS KOELER ; Model KCT-ANTA-1200S, S/N K202 7126	each	_____ \$	1	_____ \$
A.10	Annual Evaluation and Maintenance - Wastewater treatment building ATS EATON CUTLER ; Model 5BIH3KDA30200OESC, S/N CA80015118-001-15	each	_____ \$	1	_____ \$
Subtotal					_____ \$
Item	Description	Unit of measurement	Unit price (before tax)	Estimated quantity (*)	Estimated price
Part B –Labor (Variable Part)					
B.1	Technician hourly rate for service calls Monday to Friday, 8:00 am to 5:00 pm.	Hr	_____ \$	40	_____ \$
B.2	Technician hourly rate for said emergency work Monday to Friday, 8:00 am to 5:00 pm.	Hr	_____ \$	24	_____ \$
B.3	Technician hourly rate for said emergency work, outside normal working hours (evenings, weekends, and holidays).	Hr	_____ \$	24	_____ \$
Part C – Materials, parts, equipment, and special services: (Variable Part)					
C.1	The supply of any other materials, parts, special equipment and/or related services will be invoiced to CSC at cost price with a mark-up percentage	%	_____ %	20 000 \$	_____ \$
Estimated Total:					_____ \$
*The contract amount may be higher or lower than said valuation.					
Hourly rates: ONLY services rendered will be paid. Hourly rates only apply to productive work time on the premises. Hourly rates do not apply to meal times or unauthorized breaks. No excess will be paid for travel time to the site. In other words, the time paid will be calculated from the time of authorized arrival on site to the time of actual completion of the work.					
Expenses: ONLY expenses billed in accordance with the above rates will be paid. The rates submitted include EVERYTHING necessary to perform the work in accordance with the services expected. This includes but is not limited to: administration fees and expenses, profit, transportation of labor, transportation of equipment, transportation of materials and/or any other expenses necessary to perform the services.					



**BASIS OF PAYMENT
 SAINTE-ANNE-DES-PLAINES COMPLEX
 TRANSFER SWITCHES MAINTENANCE
 Optional period #2 : From August 1st 2027 until July 31, 2028**

Unit Price Table

It has been agreed between Her Majesty and the Contractor that the table below is the "Unit Price Table for the Contract". Prices must include, among other things: profits and administration fees, labor cost, all transport including fuel as well all the elements in the technical specifications.

Item	Description	Unit of measurement	Unit price (before tax)	Quantity	Price
Part A - Annual Evaluation and Maintenance (fixed part)					
A.1	Annual Evaluation and Maintenance - Building A-05 • ATS EATON CUTLER HAMMER ; Model TYPE MDS, S/N 2500EODO	each	_____ \$	1	_____ \$
A.2	Annual Evaluation and Maintenance - Building A-25 • ATS GE Digital Energy ; Model Z20M3S1AB61XD5XXX, S/N 1624365-1	each	_____ \$	1	_____ \$
A.3	Annual Evaluation and Maintenance - Building A-25 • MTS ABB CONTROL ; Model NF12001-3TN-S01 ; S/N ES1360-1240	each	_____ \$	1	_____ \$
A.4	Annual Evaluation and Maintenance - Archambault medium security Building • ATS GE Digital Energy ; Model Z2003S1AB61VDX7XXX, S/N 1624364-1	each	_____ \$	1	_____ \$
A.5	Annual Evaluation and Maintenance - Archambault medium security Building • MTS GE ZENITH ZTG ; Model 2G1MA20031=61-M601 X, S/N 1623377-1	each	_____ \$	1	_____ \$
A.6	Annual Evaluation and Maintenance - USD Building • ATS GE Digital Energy ; Model Z20K3S1AB61XDX3XXX, S/N 1624266-1	each	_____ \$	1	_____ \$
A.7	Annual Evaluation and Maintenance - USD Building • MTS ABB CONTROL ; Model NF8001-3TN, S/N ES1349-1236	each	_____ \$	1	_____ \$
A.8	Annual Evaluation and Maintenance - CRR Building • ATS KOELER ; Model ZCB-560341-1200, S/N K2029380	each	_____ \$	1	_____ \$
A.9	Annual Evaluation and Maintenance - CRR Building • MTS KOELER ; Model KCT-ANTA-1200S, S/N K202 7126	each	_____ \$	1	_____ \$
A.10	Annual Evaluation and Maintenance - Wastewater treatment building ATS EATON CUTLER ; Model 5BIH3KDA30200OESC, S/N CA80015118-001-15	each	_____ \$	1	_____ \$
Subtotal					_____ \$
Item	Description	Unit of measurement	Unit price (before tax)	Estimated quantity (*)	Estimated price
Part B –Labor (Variable Part)					
B.1	Technician hourly rate for service calls Monday to Friday, 8:00 am to 5:00 pm.	Hr	_____ \$	40	_____ \$
B.2	Technician hourly rate for said emergency work Monday to Friday, 8:00 am to 5:00 pm.	Hr	_____ \$	24	_____ \$
B.3	Technician hourly rate for said emergency work, outside normal working hours (evenings, weekends, and holidays).	Hr	_____ \$	24	_____ \$
Part C – Materials, parts, equipment, and special services: (Variable Part)					
C.1	The supply of any other materials, parts, special equipment and/or related services will be invoiced to CSC at cost price with a mark-up percentage	%	_____ %	20 000 \$	_____ \$
Estimated Total:					_____ \$
*The contract amount may be higher or lower than said valuation.					
Hourly rates: ONLY services rendered will be paid. Hourly rates only apply to productive work time on the premises. Hourly rates do not apply to meal times or unauthorized breaks. No excess will be paid for travel time to the site. In other words, the time paid will be calculated from the time of authorized arrival on site to the time of actual completion of the work.					
Expenses: ONLY expenses billed in accordance with the above rates will be paid. The rates submitted include EVERYTHING necessary to perform the work in accordance with the services expected. This includes but is not limited to: administration fees and expenses, profit, transportation of labor, transportation of equipment, transportation of materials and/or any other expenses necessary to perform the services.					



**BASIS OF PAYMENT
 SAINTE-ANNE-DES-PLAINES COMPLEX
 TRANSFER SWITCHES MAINTENANCE
 Optional period #3: From august 1st 2028 until July 31, 2029**

Unit Price Table

It has been agreed between Her Majesty and the Contractor that the table below is the "Unit Price Table for the Contract". Prices must include, among other things: profits and administration fees, labor cost, all transport including fuel as well all the elements in the technical specifications.

Item	Description	Unit of measurement	Unit price (before tax)	Quantity	Price
Part A - Annual Evaluation and Maintenance (fixed part)					
A.1	Annual Evaluation and Maintenance - Building A-05 • ATS EATON CUTLER HAMMER ; Model TYPE MDS, S/N 2500EODO	each	_____ \$	1	_____ \$
A.2	Annual Evaluation and Maintenance - Building A-25 • ATS GE Digital Energy ; Model Z20M3S1AB61XD5XXX, S/N 1624365-1	each	_____ \$	1	_____ \$
A.3	Annual Evaluation and Maintenance - Building A-25 • MTS ABB CONTROL ; Model NF12001-3TN-S01 ; S/N ES1360-1240	each	_____ \$	1	_____ \$
A.4	Annual Evaluation and Maintenance - Archambault medium security Building • ATS GE Digital Energy ; Model Z2003S1AB61VDX7XXX, S/N 1624364-1	each	_____ \$	1	_____ \$
A.5	Annual Evaluation and Maintenance - Archambault medium security Building • MTS GE ZENITH ZTG ; Model 2G1MA20031=61-M601 X, S/N 1623377-1	each	_____ \$	1	_____ \$
A.6	Annual Evaluation and Maintenance - USD Building • ATS GE Digital Energy ; Model Z20K3S1AB61XDX3XXX, S/N 1624266-1	each	_____ \$	1	_____ \$
A.7	Annual Evaluation and Maintenance - USD Building • MTS ABB CONTROL ; Model NF8001-3TN, S/N ES1349-1236	each	_____ \$	1	_____ \$
A.8	Annual Evaluation and Maintenance - CRR Building • ATS KOELER ; Model ZCB-560341-1200, S/N K2029380	each	_____ \$	1	_____ \$
A.9	Annual Evaluation and Maintenance - CRR Building • MTS KOELER ; Model KCT-ANTA-1200S, S/N K202 7126	each	_____ \$	1	_____ \$
A.10	Annual Evaluation and Maintenance - Wastewater treatment building ATS EATON CUTLER ; Model 5BIH3KDA30200OESC, S/N CA80015118-001-15	each	_____ \$	1	_____ \$
Subtotal					_____ \$
Item	Description	Unit of measurement	Unit price (before tax)	Estimated quantity (*)	Estimated price
Part B –Labor (Variable Part)					
B.1	Technician hourly rate for service calls Monday to Friday, 8:00 am to 5:00 pm.	Hr	_____ \$	40	_____ \$
B.2	Technician hourly rate for said emergency work Monday to Friday, 8:00 am to 5:00 pm.	Hr	_____ \$	24	_____ \$
B.3	Technician hourly rate for said emergency work, outside normal working hours (evenings, weekends, and holidays).	Hr	_____ \$	24	_____ \$
Part C – Materials, parts, equipment, and special services: (Variable Part)					
C.1	The supply of any other materials, parts, special equipment and/or related services will be invoiced to CSC at cost price with a mark-up percentage	%	_____ %	20 000 \$	_____ \$
Estimated Total:					_____ \$
*The contract amount may be higher or lower than said valuation.					
Hourly rates: ONLY services rendered will be paid. Hourly rates only apply to productive work time on the premises. Hourly rates do not apply to meal times or unauthorized breaks. No excess will be paid for travel time to the site. In other words, the time paid will be calculated from the time of authorized arrival on site to the time of actual completion of the work.					
Expenses: ONLY expenses billed in accordance with the above rates will be paid. The rates submitted include EVERYTHING necessary to perform the work in accordance with the services expected. This includes but is not limited to: administration fees and expenses, profit, transportation of labor, transportation of equipment, transportation of materials and/or any other expenses necessary to perform the services.					



ANNEX C – INSURANCE REQUIREMENTS

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program).
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The 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. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.



- n. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of 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.



ANNEX D - Evaluation Criteria

1.0 Technical Evaluation:

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

- Mandatory Technical Criteria

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 should 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 should 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 – Transfer switches maintenance services

#	Mandatory Technical Criteria	Met/Not Met
M1	The contractor must demonstrate, using the grid in Annex E, that the proposed resources have at least 3 years of experience acquired over the last 5 years preceding the closing date for this call for tenders, in the delivery of Transfer switches maintenance services.	



ANNEX E – MANDATORY TECHNICAL CRITERIA M1 – Experience of the proposed resource

Name of proposed resource **1**: _____

*** To be deemed receivable, the contractor must include the information in all columns of the table.**

	Position title	Short description of work carried out	Type of equipment (including make and KW)	Name of client or employer	Start date	End date
Ex:	Technician	Advanced troubleshooting and repairs of transfer switches	ATS GE Digital Energy	General Electric	13-01-2019	12-01-2024