Service correctionnel Canada

**RETURN BIDS TO:** 

**RETOURNER LES SOUMISSIONS À:** 

Bid Receiving - Réception des soumissions:

# bidreceiving.gen-ont-401@csc-scc.gc.ca

# 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 # — Nº de Téléphone :			
Fax # — No de télécopieur :			
Email / Courriel :			
GST # or SIN or Business # — N° de TPS ou NAS ou N° d'entreprise :			

Title — Sujet:				
Fire Protection Services – Ar		•		
Periodic Sprinkler Inspection	s, aı	nd Annual Fire		
Hydrant Flow Tests - KP				
Solicitation No. — Nº. de l'invitation		Date:		
21401-28-4731100 -1		June 26, 2024		
Client Reference No. — N°. o	de R	éférence du Client		
21401-28-4731100				
GETS Reference No. — N°. o	le R	éférence de SEAG		
Solicitation Closes — L'invit	atio	n prend fin		
at /à : 1 p.m.				
on / le: July 11, 2024				
F.O.B. — F.A.B.				
Plant – Usine: Destina Autre:	Plant – Usine: Destination: Other-			
Address Enquiries to — Sou questions à: ELIZABETH.LAKE@CSC-SCC.G				
Telephone No. – Nº de	Fax	No. – N° de		
téléphone:				
613-328-9647				
Destination of Goods, Services				
Destination des biens, services	et c	onstruction:		
Kingston Penitentiary 560 King Street West, Kingston Ontario K7L 4V7				
Instructions: See Herein Instructions : Voir aux présente	s			
Delivery Required — Livraison	D	elivery Offered –		
exigée : See herein		vraison proposée :		
Name and title of person author		oir aux présentes		
Vendor/Firm Nom et titre du signataire autorisé du fournisseur/de l'entrepreneur				
Name / Nom		Title / Titre		
Name / Nom		Title / Title		
Signature		Date		
(Sign and return cover page with bid proposal / Signer et retourner la page de couverture avec la proposition)				

#### **TABLE OF CONTENTS**

#### **PART 1 - GENERAL INFORMATION**

- 1. Statement of Work
- 2. Revision of Departmental Name
- 3. Comprehensive Land Claims Agreement(s)
- 4. Debriefings

#### **PART 2 - BIDDER INSTRUCTIONS**

- 1. Mandatory Site Visit
- 2. Standard Instructions, Clauses and Conditions
- 3. Submission of Bids
- 4. Former Public Servant
- 5. Enquiries, Bid Solicitation
- 6. Applicable Laws
- 7. Bid Challenge and Recourse Mechanisms

# **PART 3 - BID PREPARATION INSTRUCTIONS**

- 1. Bid Preparation Instructions
- 2. Section I: Technical Bid
- 3. Section II: Financial Bid
- 4. Section III: Certifications
- Section IV: Additional Information

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

- 1. Evaluation Procedures
- 2. Basis of Selection

#### PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Certifications Precedent to Contract Award and Additional Information

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

- 1. Institutional Access Requirements
- 2. Statement of Work
- 3. Standard Clauses and Conditions
- 4. Term of Contract
- 5. Authorities
- 6. Payment
- 7. Invoicing Instructions
- 8. Certifications and Additional Information
- 9. Applicable Laws
- 10. Priority of Documents
- 11. Insurance
- 12. Liability
- 13. Ownership Control
- 14. Closure of Government Facilities
- 15. Tuberculosis Testing
- 16. Compliance with CSC Policies
- 17. Health and Labour Conditions
- 18. Identification Protocol Responsibilities
- 19. Dispute Resolution Services
- 20. Contract Administration
- 21. Privacy
- 22. Proactive Disclosure of Contracts with Former Public Servants



23. Information Guide for Contractors

24. Government Site Regulations

# **List of Annexes:**

Annex A – Statement of Work Annex B – Proposed Basis of Payment Annex C – Evaluation Criteria Annexe D – References

# A9043T (2013-04-25) Reissue of Bid Solicitation

This bid solicitation cancels and supersedes previous bid solicitation number 21401-28-4731100 dated June 4, 2024 with a closing of June 18, 2024 at 10 a.m. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

#### **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. Comprehensive Land Claims Agreement(s)

3.1 This procurement is subject to the following Comprehensive Land Claims Agreement(s): Canadian Free Trade Agreement (CFTA); Canada-Chile Free Trade Agreement; Canada-Colombia Free Trade Agreement; Canada-Honduras Free Trade Agreement; Canada-Korea Free Trade Agreement; Canada-Panama Free Trade Agreement; Canada-Peru Free Trade Agreement.

# 4. Debriefings

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

#### **PART 2 - BIDDER INSTRUCTIONS**

#### 1. MANDATORY SITE VISIT

A9040T (2022-06-20) - Mandatory Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at Kingston Penitentiary on Wednesday July 3, 2024. The site visit will begin at 1:00 p.m.. Bidders **must sign in at Ontario Regional Headquarters**, 445 Union Street West, Kingston Ontario K7L 2R8, prior to being escorted to Kingston Penitentiary.

Bidders are requested to communicate with the Contracting Authority no later than Tuesday, July 2<sup>nd</sup> 2024 at 1 p.m. to confirm attendance and provide the name(s) of the person(s) who will attend. Bidder's Company Security Officer (CSO) must ensure that their representatives hold a valid security clearance at the required level for the site visit. Failure to comply with the security requirements will result in the representative(s) being denied access to the site.

Bidders will be required to sign an attendance sheet. Bidders should confirm in their bid that they have attended the site visit. Bidders who do not attend the mandatory site visit or do not send a representative will not be given an alternative appointment and their bid will be declared non-responsive. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation

#### 2. 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 <u>Standard Acquisition Clauses and Conditions Manual</u> 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.

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

Delete: sixty (60) days Insert: ninety (90) days

#### 3. 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.
- 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.

#### 4. 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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, 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 <a href="Contracting Policy Notice: 2019-01">Contracting Policy Notice: 2019-01</a> and the <a href="Guidelines on the Proactive Disclosure of Contracts">Guidelines on the Proactive Disclosure of Contracts</a>.

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.

# 5. 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.

# 6. 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.

# 7. 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 <u>CanadaBuys</u> website, under the heading "<u>Following up on a bid</u>" 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 <u>Policy on Green Procurement</u> 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.).
- 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

#### 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 C – 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 noncompliant.

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

#### 2. Basis of Selection

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

#### 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 <u>Integrity Declaration Form</u>. 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:		
	•	
OR		
☐ The Bidder is a partnership		
During the evaluation of bids, the Bidder must, w	vithin 1	0 working days, inform the Contracting

# Authority in writing of any changes affecting the list of names submitted with the bid.

# 1.4 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.

# 1.5 Status and Availability of Resources

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

#### 1.6 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.



# 1.7 Education and Experience

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

# 1.8 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 <u>Standard Acquisition Clauses and Conditions Manual</u> issued by Public Works and Government Services Canada.

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

#### 3.1 General Conditions

2010B (2022-12-01) General Conditions - Professional 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.

4014 (2022-06-20) - Suspension of the work, apply to and form part of the Contract.

#### 4. Term of Contract

#### 4.1 Period of the Contract

The period of the Contract is from July 15, 2024 to July 14, 2027 inclusive.

# 4.2. Option to Extend – Transition Period

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of 12 months under the same conditions to ensure the required transition. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

# 4.3 Comprehensive Land Claims Agreement(s)

This procurement is subject to the following Comprehensive Land Claims Agreement(s): Canadian Free Trade Agreement (CFTA); Canada-Chile Free Trade Agreement; Canada-Colombia Free Trade Agreement; Canada-Honduras Free Trade Agreement; Canada-Korea Free Trade Agreement; Canada-Panama Free Trade Agreement; Canada-Peru Free Trade Agreement.

#### 5. Authorities

# 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Elizabeth Lake
Title: Procurement Officer
Correctional Service Canada

Branch/Directorate: Contracting and Materiel Management

Telephone: 613-328-9647

E-mail address: Elizabeth.lake@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:

Title:

Correctional Service Canada

Branch/Directorate:

Telephone: 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

The Authorized Contractor's Representative is:

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

# 6. Payment

# 6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in Annex B for a cost of \$\_\_\_\_\_. Customs duties are excluded and Applicable Taxes are extra. Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

#### 6.2 Limitation of Price

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

# 6.3 H4012C (2010-01-11) Terms of Payement, Schedule of Milestones

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

Milestone No.	Description or "Deliverable"	Firm Amount	Due Date or "Delivery Date"
A. YEAR 1	Annual Fire Inspection	\$	July 14, 2025
A. YEAR 1	Semi Annual Sprinkler Inspection	\$	July 14, 2025
A. YEAR 1	Annual Sprinkler Inspection	\$	July 14, 2025
A. YEAR 1	Annual Fire Hydrant Flow Test	\$	July 14, 2025
B. YEAR 2	Annual Fire Alarm Inspection	\$	July 14, 2026
B. YEAR 2	Semi Annual Sprinkler Inspection	\$	July 14, 2026
B. YEAR 2	Annual Sprinkler Inspection	\$	July 14, 2026
B. YEAR 2	Annual Fire Hydrant Flow Test	\$	July 14, 2026
C. YEAR 3	Annual Fire Alarm Inspection	\$	July 14,, 2027
C. YEAR 3	Semi Annual Sprinkler Inspection	\$	July 14, 2027
C. YEAR 3	Annual Sprinkler Inspection	\$	July 14, 2027
C. YEAR 3	Annual Fire Hydrant Flow Test	\$	July 14, 2027

#### 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

#### 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

# 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.
- 2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the following address for certification and payment.

Chris Barkley, Ontario Regional Headquarters, Correctional Service Canada 445 Union Street West, Kingston Ontario K7L 2R8

# 8. Certifications and Additional Information

# 8.1 Compliance

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

# 9. Applicable Laws

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

# 10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the Supplemental General Conditions 4013 (2022-06-20) Compliance with On-Site Measures, Standing Orders, Policies, and Rules; 4014 (2022-06-20) Suspension of the work;
- (c) the General Conditions 2010B (2022-12-01) General Conditions Professional 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 <u>CSC website</u> 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 themself 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 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.

#### 20. 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 <a href="https://docs.pytho.org/">https://docs.pytho.org/</a> 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.

# 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 <u>Public Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2019-01</u> 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. A9068C (2010-01-11) 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: Fire Protection Services - Annual Fire Inspection, Periodic Sprinkler Inspections, and

Annual Fire Hydrant Flow Tests – Kingston Penitentiary

**Contract Number:** 21401-28-4731100 **Institution:** Kingston Penitentiary

# 1.1 Background

The Correctional Service Canada (CSC) is required by law to ensure that fire protection services are up to date with accurate reporting measures taken. CSC requires the services of an experienced third-party Contractor to ensure CSC is compliant with health and safety requirements for Kingston Penitentiary.

# **Objective**

The Correctional Service Canada (CSC) has a requirement to have annual fire alarm inspection, periodic sprinkler inspections, and the annual fire hydrant flow tests performed by an experienced Contractor as required under federal, provincial, and municipal legislation.

# **Scope of Work**

- The Contractor must complete:
  - 1 Annual Fire Alarm Inspection each year for 3 years.
  - 1 Semi Annual Sprinkler Inspection each year for 3 years.
  - 1 Annual Sprinkler Inspection each year for 3 years.
  - 1 Annual Fire Hydrant Flow Test for 12 units each year for 3 years.
- The Contractor must supply all labour, material and equipment required to perform the following:
  - fire system inspections and testing in accordance with CAN/ULC-S536 of the fire alarm systems, including 100% of connected devices, control units, standby batteries and remote monitoring connections in each building as identified in schedule below.
  - sprinkler system inspections and testing in accordance with NFPA 25, including flow, tamper, pressure, switches, wet, dry, standpipe, and backflow.
    - Excluded in the inspection: The fire hose cabinets and hoses.
- fire hydrant inspection and flow test in accordance with NFPA 25.

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- The Contractor must have all industry regulated testing and certifications completed at the Contractor's expense.
- The Contractor must supply all labour or mechanical devices, or both, required to complete the inspections.
- The Contractor must ensure that all fire system, sprinkler system, and fire hydrants are left in working order at the end of the contractor's workday. If the Contractor cannot leave a system in working order, the contractor must notify the project authority before the contractor leaves the site, and the contactor must ensure that there are alternative arrangements in place for any affected systems.
- The Contractor must notify the Project Authority of any deficiencies in the systems and allow for CSC to complete the work within an allotted timeframe as agreed to by the Project Authority and the Contractor (example: 2 weeks), before the Contractor must return to site to complete the system certification as outlined in this scope of work.
- The Contractor must exercise extreme care when testing units inter-connected to computer rooms and must perform that testing in close coordination with the Project Authority and Informatics personnel.
- The Contractor must identify and notify the Project Authority of any repairs required to complete the Fire Alarm System inspection and certification. The Project Authority will then arrange for any required repairs including parts and labour with the proprietary rights holder of the Fire Panel, if required.
- The Contractor must identify and notify the Project Authority of any repairs required to complete the Sprinkler System inspection and certification. The Contractor must obtain approval from the Project Authority prior to purchasing any required parts to repair the Sprinkler System.
- The Contractor must identify and notify the Project Authority of any repairs required to complete the Fire
  Hydrant Flow Test. The Contractor must obtain approval from the Project Authority prior to purchasing any
  required parts to repair any of the Fire Hydrants.

- The Contractor must provide a final inspection report each year for 3 years (3 inspection reports in total) for the Fire Alarm System inspections. The final inspection reports must include tests performed, inspections conducted, and a detailed list of deficiencies identified including the specific location and cost estimate to rectify deficiencies during the inspection.
- The Contractor must provide a final inspection report for each of the Semi-annul Sprinkler System inspections
  over the 3 years (6 inspection reports in total). The final inspection reports must include tests performed,
  inspections conducted, and detailed list of deficiencies identified including the specific location, repaired
  deficiencies and cost estimates to rectify deficiencies during the inspection.
- The Contractor must provide a final inspection report each year for 3 years (3 inspection reports in total) for the Fire Hydrant inspection and flow tests. The final inspection reports must include tests performed, inspections conducted, and detailed list of deficiencies identified including the specific location, repaired deficiencies and cost estimates to rectify deficiencies during the inspection.

# **Fire Alarm System:**

The Contractor must communicate and coordinate work performed with Johnson Controls (Tyco), the OEM proprietary rights holder of the Fire Alarm System and Simplex parts.

Note: The main panel is located in the Sally Port. There are various panels in the institution that connect to the main panel.

Further information regarding the Fire Alarm System is detailed in the latest annual fire inspection report(s) that will be provided at the mandatory site visit.

# **Sprinkler Inspections:**

#### Locations:

- 1. Bldg. A2 1 wet system and 1 dry system
- 2. Bldg. A3 1 wet system and 1 dry system
- 3. Bldg. B1 1 wet system and 1 dry system
- 4. Bldg. B2 1 wet system
- 5. Bldg. B3 1 wet system
- 6. Bldg. B4 1 wet system and 1 dry system
- 7. Bldg. B5 1 wet system
- 8. Bldg. B6 1 dry system
- 9. Bldg. B7 -1 wet system
- **10.** Bldg. B11 1 wet system
- 11. Bldg. B14 1 wet system
- 12. Bldg. C1 1 wet system and 1 dry system
- 13. Bldg. C2 1 wet system
- 14. Bldg. C4 1 wet system
- 15. Bldg. C7 -1 wet system and 1 dry system
- 16. Bldg. C22 1 wet system
- 17. Bldg. C23 1 wet system and 1 dry system
- 18. Bldg. C25 1 wet system

# **Fire Hydrant Inspection and Flow Test:**

There are 12 fire hydrants on site at Kingston Penitentiary.

# **Delivery and Security**

- All the Contractor's employees entering the facility must report to CSC's Regional Headquarters, where they
  will be provided an escort that will accompany them at all time while performing the site inspections and/or
  required maintenance work to certify the fire safety equipment.
- At any time, a corrections officer may require a Contractor's employees to submit to a search if deemed necessary by a corrections officer.
- The Contractor's employees should be aware that a tobacco ban is in effect. No smoking materials are permitted in the institution.
- Unauthorized cell phones, laptop and cameras are not permitted into any Institution.
- The Contractor and all of the Contractor's employees must have up to date photo identification to be allowed entry into the Institution.
- Contractors must complete a tool list (tool list requires approval from Project Authority prior to commencement
  of work) and only bring necessary tools into the institution and must account for these items at the end of
  every workday.

# **Material Requirements**

The Contractor must provide all personnel, tools, services, supplies, materials, supervision, and bring only the equipment required to complete the work as described. All material must be new.

# **Requirements and Considerations**

The Contractor must comply with the following:

#### Submittals:

- The Contractor must provide Material Safety Data Sheets (MSDS) as required.
- The Contractor must provide a complete a schedule of operation to the Project Authority, 48 hours prior to commencing the work.
- The Contractor must provide nine (9) final inspection report within 30 days of completion for each of the following inspections:
  - o Three (3) Annual Fire Alarm Inspection Reports;
  - o Three (3) Semi Annual Sprinkler Inspection Reports; and
  - o Three (3) Annual Sprinkler Inspection Reports).

The final inspection reports must include tests performed, inspections conducted, and a detailed list of deficiencies identified including the specific location and cost estimate to rectify deficiencies during the inspection.

# **Communication:**

- The Contractor must correspond only with the Project Authority. The Contractor is not to communicate with the Client Department(s) or other staff regarding project issues, unless authorized to do so by the Project Authority.
- The Contractor must not respond to requests for project-related information or questions from the media. Such inquiries must be directed to the Project Authority immediately.

# Safety:

- The Contractor must adhere to all applicable Federal and Provincial safety codes and regulations.
- The contractor must maintain compliance with site procedures regarding potential hazardous work locations and situations.
- The Contractor must supply all required Personal Protection Equipment (PPE) to perform the project, at the expense of the Contractor.

# Certificates, Inspections, Standards, Codes of Practice and Regulations:

- All work must comply with any applicable federal or provincial or territorial regulations, or any combination thereof.
   The Contractor must provide documentation confirming such to the Project Authority.
- Codes and regulations applicable to this project may include but are not limited to:
  - National Fire Code or Ontario Fire Code whichever one has more stringent requirements.
  - National Building Code of Canada. or Ontario Building Code whichever one has more stringent requirements.
  - Canada Labour Code.
  - Treasury Board of Canada Secretariat, Directives and Standards.
  - Canada Occupational Health and Safety Regulations.
  - ANSI, ASHRAE, ASTM, AWMAC, FM, MPI, TSSA, ULC Standards.
  - Provincial Codes and Municipal Codes and By-Laws, as applicable.
  - Accessibility Act of Canada; and
  - Greening Government Strategy.
- The Contractor must install all new materials in accordance with the manufacturer's specifications, engineering standards, building codes, and best practices.

# Workmanship and Housekeeping:

- Contractor shall be responsible for taking accurate measurements.
- The Contractor must repair and restore any CSC equipment/property damaged in the course of this project to normal operation at no cost to CSC.
- Workmanship must be of the highest standard and must meet all industry standards.
- The Contractor must keep the worksite clean and neat, and upon project completion or at the end of the work day, the workplace area must be clean, free of post construction materials and returned to original integrity.
- If work is to be completed in an occupied area, then the construction area must be boarded off and institutional property must be protected from damage and dust.
- The Project Authority or their representative will visually inspect all work and the work site. The Contractor must complete all work and clean up the worksite to the satisfaction of the Project Authority prior to project closeout.

#### **Tool Control:**

- The Contractor must provide a master tool list prior to project start up and provide a daily tool list upon entry. The
  Contractor must only bring the necessary tools into the institution and must account for all tools at the end of each
  workday.
- The Contractor must account for, clean up, and remove any scrap material (including, but not limited to wiring, pipes, etc.) from the institution daily.

# **Site Access:**

- The Contractor must perform the Work during CSC's regular business hours of 0800 1530 Monday –Friday; the Project Authority must pre-approve the Contractor's schedule.
- The Contractor must provide any required submittals to the Project Authority prior to accessing the site. See Submittals.
- The Contractor must complete all work without delay and must provide a schedule of operation to the Project Authority 48 hours prior to commencing work. The schedule must include the following; start date, hours of work, names of the Contractor's employees who require entry, milestone dates and completion date.

#### Additional work or delays:

- The Project Authority must approve any additional work beyond that described in this scope of work before the Contractor commences any such additional work.
- Any circumstances that cause delay during the project must be identified to the Project Authority as soon as the
  circumstance is discovered and shall be followed-up in writing to the Project Authority within 24 hours.

# Disposal or removal of materials and Environmental Protection Plan:

- The Contractor must carry out disposal of any removed material using the highest standard in regard to landfill
  waste diversion, reusing, recycling, and comply with applicable transportation and environmental legislation
  (federal and provincial).
- The Contractor must provide copies of waste manifests to the Project Authority if requested.
- The Contractor must ensure that Transportation of Dangerous Goods regulations are followed. Institution may request proof of qualification for the Contractor's transporter.

# **Location of Work**

The Contractor must perform all work at:

# **Kingston Penitentiary**

560 King Street West, Kingston Ontario K7L 4V7

NOTE: Contractors must sign in and out at CSC Regional Headquarters.

# **CSC Regional Headquarters**

445 Union Street West, Kingston Ontario K7L 2R8

#### Travel

There is no travel included in this contract.

# **Site Meeting**

There will be a mandatory site visit for this tender on July 3, 2024.

# Language of Work

The Contractor must perform all work in English.

# **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 price below in the performance of this Contract, Applicable Taxes extra.

	Resource Category	Number of Resource(s) per year\	Firm Price
YEAR 1 July 15, 2024 – July 14,, 2025	Annual Fire Alarm Inspection	1	\$
<b>YEAR 1</b> July 15, 2024 – July 14, 2025	Semi Annual Sprinkler Inspection	1	\$
<b>YEAR 1</b> July 15, 2024 – July 14, 2025	Annual Sprinkler Inspection	1	\$
<b>YEAR 1</b> July 15, 2024 – July 14, 2025	Annual Fire Hydrant Flow Test	12	\$
<b>YEAR 2</b> July 15, 2025 – July 14, 2026	5 – July Annual Fire Alarm Inspection 1		\$
<b>YEAR 2</b> July 15, 2025 – July 14, 2026	025 – July Semi Annual Sprinkler Inspection 1		\$
<b>YEAR 2</b> July 15, 2025 – July 14, 2026	R 2 15, 2025 – July Annual Sprinkler Inspection 1		\$
<b>YEAR 2</b> July 1, 2025 – July 14,, 2026	25 – July Annual Fire Hydrant Flow Test 12		\$
<b>YEAR 3</b> July 15, 2026 – July 14, 2027	Annual Fire Alarm Inspection	1	\$
<b>YEAR 3</b> July 15, 2026 – July 14, 2027	15, 2026 – July Semi Annual Sprinkler Inspection 1		\$
<b>YEAR 3</b> July 15, 2026 – July 14,, 2027	EAR 3 lly 15, 2026 – July Annual Sprinkler Inspection 1		\$
<b>YEAR 3</b> July 15, 2026 – July 14, 2027	AR 3 y 15, 2026 – July Annual Fire Hydrant Flow Test 12		\$
		Total (pre-tax):	\$

# 2.0 Applicable Taxes

- 2.1 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.
- 2.2 The estimated Applicable Taxes of \$\( \frac{To Be Inserted at Contract Award} \) 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.

# 3.0 Electronic Payment of Invoices - Bid

Canada requests that Bidders complete option 1 or 2 below:

3.1 () 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).
- 3.2 () 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.

# **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.
- 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 CRITERIA – Fire Protection Services (Annual Fire Inspection, Periodic Sprinkler Inspections and Annual Fire Hydrant Flow Tests) – KP

#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met (CSC Employees Only)
M1	The Bidder must provide a copy of their business licensing to operate in Ontario, Canada. Bidders must provide a photocopy of their business license.  Bidder must attached a photocopy of their business licence.	Have you attached a photocopy of your business licence?  Yes No Location in Bid Documents:	
M2	The Bidder must provide proof of qualification for all proposed employees performing the various work. For example, Inspection Testing and Maintenance (ITM) and/or Canadian Fire Alarm Association (CFAA).	Have you attached a photocopy of all individual certifications?  Yes No Location in Bid Documents:	
	Bidder must attached a photocopy of <u>each</u> proposed employee's individual certifications to perform the work in the contract.		
М3	The Bidder must demonstrate a minimum of 3 projects in the last 5 years working with Federal Government Facilities and associated references.  Bidders must complete Annex D – References	Have you completed Annex D - References?  ☐ Yes ☐ No	

# Service correctionnel Canada

# **ANNEX D - REFERENCES**

Please demonstrate below how you meet the required three projects in the last (5) years experience working with Federal Government Facilities.

PROJECT NAME	FEDERAL GOVERNMENT DEPARTMENT	LENGTH OF PROJECT (Date Range)	PROJECT OFFICER NAME(S) (Reference)	PROJECT OFFICER PHONE NUMBER (Reference)