



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

Correctional Service of Canada
Regional Procurement & Contracting
PO Box 4500 Unit #100
33991 Gladys Avenue
Abbotsford BC V2S 2E8

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal to: Correctional Service Canada

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

Proposition à: Service Correctionnel du Canada

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

Comments — Commentaires :

"THIS DOCUMENT 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 # — Nº de TPS
ou NAS ou Nº d'entreprise :

Title — Sujet: Regional Kitchen Vent Hood Cleaning		
Solicitation No. — Nº. de l'invitation	Date:	
21801-19-0105	21-August-2019	
Client Reference No. — Nº. de Référence du Client		
21801-19-0105		
GETS Reference No. — Nº. de Référence de SEAG		
N/A		
Solicitation Closes — L'invitation prend fin		
at / à : 2 :00PM Pacific Standard Time		
on / le : 2019-09-24		
F.O.B. — F.A.B.		
Plant – Usine:	Destination:	Other-Autre:
Address Enquiries to — Soumettre toutes questions à:		
Hersh Minhas		
Hersh.Minhas@csc-scc.gc.ca		
Telephone No. – Nº de téléphone:	Fax No. – Nº de télécopieur:	
604-851-3233	604-870-2444	
Destination of Goods, Services and Construction:		
Destination des biens, services et construction:		
The following locations in British Columbia : Agassiz, Chilliwack, Abbotsford, Mission, Harrison Mills		
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		
<hr/>		
Name / Nom	Title / Titre	
<hr/>		
Signature	Date	
(Sign and return cover page with bid proposal / Signer et retourner la page de couverture avec la proposition)		



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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with this requirement

2. Statement of Work

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

3. Revision of Departmental Name

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

4. Debriefings

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

5. Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent venue for Canadian bidders to raise complaints regarding the award of federal contracts under \$25,300 for goods and under \$101,100 for services. Should you have any issues or concerns regarding the award of a federal contract below these dollar amounts, contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information about OPO, including the available services, please visit the OPO website.



PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions](#) Manual (<https://buyandsell.gc.ca/policy-and-guidelines/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 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: sixty (60) days
Insert: one hundred and twenty (120) days

2. Submission of Bids

Bids must be submitted only to Correctional Service of Canada (CSC) by the date, time and place indicated on page 1 of the bid solicitation.

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

3. Former Public Servants

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

Definitions

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

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



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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

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

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



4. Enquiries – Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than three (3) 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 British Columbia.

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. Optional Site Visit

Optional Site Visits will be held at the below times and locations:

September 11, 2019

- Meet at Matsqui Institution Principal Entrance at 9:00am.
- Travel over to Fraser Valley Institution principal entrance for 10:30am
- Travel over to Pacific Institution Principal Entrance for 11:30am.
- Complete site visits for the day by 12:45pm.

September 12, 2019

- Meet at Chilliwack CCC (Chilliwack Community Corrections) at 9:00am
- Travel to Kent Institution and meet at Principal Entrance for 10:15 am.
- Travel over to Mountain Institution Principal Entrance for 11:30 am
- Then travel to Kwikwexwelhp Institution in Harrison Mills for 1:00 pm. Complete KHV by 1:45 pm.
- Travel to Mission-short lunch break if time.
- Meet at Mission Medium Institution principal entrance for 3:00pm.
- Complete site visits by approx. 4:00 pm.



The scope of the requirement outlined in the bid solicitation will be reviewed during the optional site visits. It is recommended that bidders who intend to submit a bid attend or send a representative.

Bidders are required to communicate with the Contracting Authority before the conference/site visit to confirm attendance. Please confirm by sending an email to: Hersh.Minhas@csc-scc.gc.ca Bidders should provide, in email, to the Contracting Authority, the name(s) of the person(s) who will be attending no later than: **September 09, 2019**.

The Site Visit is Optional. Bidders who do not attend will not be precluded from submitting a bid.

A valid driver's licence (or Government issued photo ID) is required for all those who wish to attend the Site Visit.



PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid: **three (3) hard copies**

Section II: Financial Bid: **one (1) hard copy**

Section III: Certifications: **one (1) hard copy**

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

Bidders are requested to submit their Financial Bid in an envelope separate from their technical proposal.

CSC requests that bidders follow the format instructions described below in the preparation of their bid:

- i. use 8.5 x 11 inch (216 x 279 mm) paper;
- ii. use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- i. use 8.5 x 11 inch (216 x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- ii. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duo tangs or binders.

2. Section I: Technical Bid

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

3. Section II: Financial Bid

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

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

3.1 Exchange Rate Fluctuation

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

4. Section III: Certifications

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



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

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

1.2 Financial Evaluation

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

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

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.

Number of Resulting Contract(s): Three

The responsive bids with the lowest evaluated price will be recommended for award of a contract.

3. Insurance Requirements

3.1. Commercial General Liability Insurance

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in article 12 of PART 6 – RESULTING CONTRACT CLAUSES.

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



PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidders' certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

1. Certification Required with the Bid

Bidders must submit the following duly completed certification as part of their bid.

1.1 Integrity Provisions – Declaration of Convicted Offenses

- A) Subject to subsection B, by submitting a bid in response to this bid solicitation, the Bidder certifies that:
 - i. it has read and understands the Ineligibility and Suspension Policy;
 - ii. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
 - iii. it is aware that Canada may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;
 - iv. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offenses in the Policy;
 - v. none of the domestic criminal offenses, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and proposed first tier subcontractors; and
 - vi. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
- B) Where a Bidder is unable to provide any of the certifications required by subsection A, it must submit with its bid the completed Integrity Declaration Form (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>). Bidders must submit this form to Correctional Service of Canada with their bid.



1.2 Integrity Provisions – Required documentation

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

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

List of Names:

OR

The Bidder is a partnership

During the evaluation of bids, the Bidder must, within 10 working days, inform the Contracting Authority in writing of any changes affecting the list of names submitted with the bid.

1.3 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](#)" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

1.4 Language Requirements - English

By submitting a bid, 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 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.

1.5 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](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) Manual (<https://buyandsell.gc.ca/policy-and-guidelines/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 (2016-04-04), General Conditions - Services (Medium Complexity), apply to and form part of the Contract.

4. Term of Contract

4.1 Period of the Contract

The Work is to be performed during the period of: 01-October 2019 to 30-September 2022



5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Hersh Minhas
Title: Regional Procurement and Contracting Officer
Correctional Service Canada
Branch/Directorate: Regional Headquarters – Pacific Region
Telephone: 604-851-3233
E-mail address: Hersh.Minhas@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.

[To be completed at contract award only.]

5.2 Project Authority

The Project Authority for the Contract is:

Name:
Title:
Correctional Service Canada
Branch/Directorate:
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.

[Fill in at contract award only.]

5.3 Contractor's Representative

The Authorized Contractor's Representative is:

Name: _____
Title: _____
Company: _____
Address: _____

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



6. Payment

6.1 Basis of Payment

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 \$_____. Customs duties are included and Applicable Taxes are extra.

6.2 Limitation of Expenditure

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 Multiple Payments

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

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

6.4 SACC Manual Clauses

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

6.5 Travel and Living Expenses

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



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 the work identified in the invoice is completed.

Invoices must be distributed as follows.

The original/one copy must be forwarded to the Project Authority of each site where the work is completed: **[To be completed at contract award only.]**

AND

One email copy must be forwarded to the Contracting Officer at the following:
Hersh.Minhas@csc-scc.gc.ca

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 British Columbia.

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) 2010C (2016-04-04), General Conditions – Services (Medium Complexity)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____ (to be inserted at contract award)

11. Termination on Thirty Days Notice

11.1 Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.

11.2 In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.



12. Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified below. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

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.

13. Ownership Control

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

- (a) The Contractor warrants that it is not under ownership control of any non-resident entity (i.e. Individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other).
- (b) The Contractor shall advise the Minister of any change in ownership control for the duration of the contract.
- (c) The Contractor acknowledges that the Minister has relied on this warranty in entering into this Contract and that, in the event of breach of such warranty, or in the event that the Contractor's ownership control becomes under a non-resident entity, the Minister shall have the right to treat this Contract as being in default and terminate the contract accordingly.
- (d) For the purposes of this clause, a non-resident entity is any individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other residing outside of Canada.

14. Closure of Government Facilities

14.1 Contractor personnel are employees of the Contractor and are paid by the Contractor on the basis of services rendered. Where the Contractor or the Contractor's employees are providing services on government premises pursuant to this Contract and the said premises become non accessible due to evacuation or closure of government facilities, and consequently no Work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of closure.

14.2 Contractors working at CSC sites should be aware that they may be faced with delay or refusal of entry to certain areas at certain times even if prior arrangements for access may have been made. Contractors are advised to call in advance of travel to ensure that planned access is still available.

15. Tuberculosis Testing



15.1 It is a condition of this contract that the Contractor or any employees of the Contractor who require entry into a Correctional Service of Canada Institution to fulfill the conditions of the contract may, at the sole discretion of the Warden, be required to provide proof of and results of a recent tuberculin test for the purpose of determining their TB infection status.

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

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

16. Compliance with CSC Policies

16.1 The Contractor agrees that its officers, servants, agents and subcontractors will comply with all regulations and policies in force at the site where the work covered by this contract is to be performed.

16.2 Unless otherwise provided in the contract, the Contractor shall obtain all permits and hold all certificates and licenses required for the performance of the Work.

16.3 Details on existing CSC policies can be found at: www.csc-scc.gc.ca or any other CSC web page designated for such purpose.

17. Health and Labour Conditions

17.1 In this section, "Public Entity" means the municipal, provincial or federal government body authorized to enforce any laws concerning health and labour applicable to the performance of the Work or any part thereof.

17.2 The Contractor shall comply with all laws concerning health and labour conditions applicable to the performance of the Work or part thereof and shall also require compliance of same by all its subcontractors when applicable.

17.3 The Contractor upon any request for information or inspection dealing with the Work by an authorized representative of a Public Entity shall forthwith notify the Project Authority or Her Majesty.

17.4 Evidence of compliance with laws applicable to the performance of the Work or part thereof by either the Contractor or its subcontractor shall be furnished by the Contractor to the Project Authority or Her Majesty at such time as the Project Authority or Her Majesty may reasonably request."

18. Identification Protocol Responsibilities

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

18.1 During the performance of any Work at a Government of Canada site, the Contractor and each Contractor Representative must be clearly identified as such at all times;

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

18.3 If the Contractor or a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as the Contractor or an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under the e-mail account Properties. This



identification protocol must also be used in all other correspondence, communication, and documentation; and

18.4 If Canada determines that the Contractor is not complying with any of the obligations stated in this article, Canada will advise the Contractor and request that the Contractor implement, without delay, appropriate corrective measures to eliminate recurrence of the problem.

19. Dispute Resolution Services

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 10 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the Department of Public Work and Government Services Act and Section 23 of the Procurement Ombudsman Regulations.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by e-mail at boa.opo@boa-opo.gc.ca, or by web at www.opo-boa.gc.ca.

20. Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will review a complaint filed by the complainant respecting the administration of the Contract if the requirements of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

21. Privacy

21.1 The Contractor acknowledges that Canada is bound by the Privacy Act, R.S.C. 1985, c. P-21, with respect to the protection of personal information as defined in that Act. The Contractor shall keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract, and shall not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract.

21.2 All such personal information is the property of Canada, and the Contractor shall have no right in or to that information. The Contractor shall deliver to Canada all such personal information in whatever form, including all copies, drafts, working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to this Contract, upon the completion or termination of the Contract, or at such earlier time as the Minister may request. Upon delivery of the personal information to Canada, the Contractor shall have no right to retain that information in any form and shall ensure that no record of the personal information remains in the Contractor's possession.



22. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) 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.



ANNEX A – Statement of Requirement

The Correctional Service Canada has a requirement to clean all kitchen vent hoods and related exhaust ducting and fan systems on a semi-annual basis at all Institutions located in the Fraser Valley. The work will involve the following:

1.1 Background

There are eight (8) correctional facilities located in the Fraser Valley that have a total of twelve (12) kitchen vent hood systems that require semi-annual maintenance service and cleaning required by the National Fire Code of Canada. This work must be completed by a qualified commercial vent cleaning service provider.

1.2 Objectives

1.2.1 To establish with each correctional facility a semi annual maintenance cleaning schedule to meet legislative requirements.

1.3 Tasks

The Contractor must supply all supervision, labour, tools, equipment, materials and supplies necessary to carry out the work of kitchen vent hood and related exhaust system cleaning.

1.3.1 Kitchen vent hood cleaning procedures shall be done according to NFPA standard 96-2014.

1.3.2 Cleaning will be done semi-annually (no less than 5 months between service visits on each individual hood) at each correctional facility specified in Appendix B.

1.3.3 All mechanical, electrical or fire-actuated fire damper assemblies shall be inspected and tested upon each semi-annual cleaning service. All fire damper assemblies' fusible links shall be replaced with new fusible links of the same type and rating as recommended by the vent hood manufacturer upon each semi-annual cleaning service.

1.3.4 All water or chemical vent hood washing systems and related internal components shall be inspected and tested upon each semi-annual cleaning service. Any operating deficiencies shall be noted in the written report.

1.3.5 Work to be performed after normal kitchen operating hours (generally after 6pm)

1.3.6 For safety and security, contractor will be escorted by a CSC staff member inside the institution during the service work.

1.3.7 MSDS sheets for all cleaning products used in the service work are to be supplied to the project authority upon request.

1.3.8 All cleaning supplies, tools, equipment and any replacement fire damper fusible links are to be supplied as part of the contract.

1.3.9 Where and when required, the contractor shall provide their own fall arrest personal protective equipment, ladders and motorized lifts if necessary; ensure their workers are properly trained in fall protection and follow all Worksafe BC Regulations for Fall Protection in the province of B.C during the execution of this service contract.

1.3.10 The contractor upon completion of each semi annual maintenance service at each site shall affix to the kitchen vent hood a service completion tag that includes his/her signature or initial, date of service and the technician's ASTTBC registered fire protection technician stamp that



clearly displays their RFPT registration number and their "CO" endorsement.

1.3.11 All waste removed from the vent hood systems as a result of the cleaning procedures including all waste supplies such as rags utilized during the cleaning process shall be removed from the site and disposed of in accordance with local municipal regulations and bylaws.

1.4 Deliverables

1.4.1 Kitchen vent hoods and related exhaust fan and ducting systems to be cleaned in accordance with NFPA standard 96-2014 procedures.

1.4.2 After every semi-annual cleaning service, the contractor shall provide to the client a written report as per 11.6.14 of NFPA 96-2014, detailing the full cleaning service, procedures and consumables used. Also to note any fire damper assembly fusible links that were replaced, water/chemical vent hood wash systems and fire damper testing and inspections if applicable and specify any areas of the exhaust system that were inaccessible and therefore NOT cleaned to bare metal.

1.5 Location of work:

- a. The Contractor must perform the work at all institutions listed in Appendix A
- b. No travel is anticipated for performance of the work under this contract.

1.6 Language of Work

The Contractor must perform all work in English.



APPENDIX A – Address and Location

Site Number	Site Name and Address (Also for Invoices)	Site Contact	Alternate
Departmental Authority		To be supplied at contract award	
Group A – Agassiz		To be supplied at contract award	
1	Mountain Institution PO Box 1600, 4732 Cemetery Rd, Agassiz BC V0M 1A0		
2	Kent Institution PO Box 1500, 4732 Cemetery Rd. Agassiz BC V0M 1A0		
3	Chilliwack Community Correctional Centre 45914 Rowat Avenue, Chilliwack BC V2P 1J3		
Group B – Abbotsford			
4	Fraser Valley Institution 33344 King Road, Abbotsford BC V2S 6J5		
5	Pacific Institution PO Box 3000, 33344 King Road, Abbotsford BC V2S 4P4		
6	Matsqui Institution PO Box 2500, 33344 King Road, Abbotsford BC, V2S 4P3		
Group C - Mission			
6	Mission Medium PO Box 60, 8751 Stave Lake St. Mission BC V2V 4L8		
8	Kwikwexwelhp Healing Village PO Box 110, Harrison Mills BC V0M 1L0		



Correctional Service
Canada

Service correctionnel
Canada

APPENDIX B – Regional Equipment Inventory

This Appendix will be provided as a separate Excel attachment



ANNEX B – Proposed Basis of Payment

1.0 Contract Period

- i. The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to this Contract.
- ii. For the provision of services as described in Annex A - Statement of Work, the Contractor will be paid the all inclusive firm per rate(s) below in the performance of this Contract for Mandatory Semi-Annual Service and Cleaning. GST extra.
- iii. If, during the performance of the Work, the Contractor encounters number(s) of devices that are substantially different from the numbers of devices listed in Appendix B supplied to the Contractor, the Contractor shall give notice to Canada immediately upon becoming aware of the situation.

**Pricing for Service Delivery to Institutions (by Grouping)****Group A – Agassiz**

Site Name and Tasks Group	Unit of Issue	YEAR 1 All Inclusive Firm Price Semi-Annual Service	YEAR 2 All Inclusive Firm Price Semi-Annual Service	YEAR 3 All Inclusive Firm Price Semi-Annual Service	Option Year 1 All Inclusive Firm Price Semi-Annual Service	Option Year2 All Inclusive Firm Price Semi-Annual Service
Mountain Institution	LOT	Semi Annual #1 \$ _____ Semi Annual #2 \$ _____				
						GST extra

Site Name and Tasks Group	Unit of Issue	YEAR 1 All Inclusive Firm Price Semi-Annual Service	YEAR 2 All Inclusive Firm Price Semi-Annual Service	YEAR 3 All Inclusive Firm Price Semi-Annual Service	Option Year 1 All Inclusive Firm Price Semi-Annual Service	Option Year2 All Inclusive Firm Price Semi-Annual Service
Kent Institution	LOT	Semi Annual #1 \$ _____ Semi Annual #2 \$ _____				
						GST extra

Site Name and Tasks Group	Unit of Issue	YEAR 1 All Inclusive Firm Price Semi-Annual Service	YEAR 2 All Inclusive Firm Price Semi-Annual Service	YEAR 3 All Inclusive Firm Price Semi-Annual Service	Option Year 1 All Inclusive Firm Price Semi-Annual Service	Option Year2 All Inclusive Firm Price Semi-Annual Service
Chilliwack CCC	LOT	Semi Annual #1 \$ _____ Semi Annual #2 \$ _____				
						GST extra



Pricing for Service Delivery to Institutions (by Grouping)

Group B – Abbotsford

Site Name and Tasks Group	Unit of Issue	YEAR 1 All Inclusive Firm Price Semi-Annual Service	YEAR 2 All Inclusive Firm Price Semi-Annual Service	YEAR 3 All Inclusive Firm Price Semi-Annual Service	Option Year 1 All Inclusive Firm Price Semi-Annual Service	Option Year2 All Inclusive Firm Price Semi-Annual Service
Fraser Valley Institution	LOT	Semi Annual #1 \$ _____ Semi Annual #2 \$ _____	Semi Annual #1 \$ _____ Semi Annual #2 \$ _____			
					GST extra	

Site Name and Tasks Group	Unit of Issue	YEAR 1 All Inclusive Firm Price Semi-Annual Service	YEAR 2 All Inclusive Firm Price Semi-Annual Service	YEAR 3 All Inclusive Firm Price Semi-Annual Service	Option Year 1 All Inclusive Firm Price Semi-Annual Service	Option Year2 All Inclusive Firm Price Semi-Annual Service
Pacific Institution	LOT	Semi Annual #1 \$ _____ Semi Annual #2 \$ _____	Semi Annual #1 \$ _____ Semi Annual #2 \$ _____			
					GST extra	

Site Name and Tasks Group	Unit of Issue	YEAR 1 All Inclusive Firm Price Semi-Annual Service	YEAR 2 All Inclusive Firm Price Semi-Annual Service	YEAR 3 All Inclusive Firm Price Semi-Annual Service	Option Year 1 All Inclusive Firm Price Semi-Annual Service	Option Year2 All Inclusive Firm Price Semi-Annual Service
Matsqui Institution	LOT	Semi Annual #1 \$ _____ Semi Annual #2 \$ _____	Semi Annual #1 \$ _____ Semi Annual #2 \$ _____			
					GST extra	

**Pricing for Service Delivery to Institutions (by Grouping)****Group C – Mission**

Site Name and Tasks Group	Unit of Issue	YEAR 1 All Inclusive Firm Price Semi-Annual Service	YEAR 2 All Inclusive Firm Price Semi-Annual Service	YEAR 3 All Inclusive Firm Price Semi-Annual Service	Option Year 1 All Inclusive Firm Price Semi-Annual Service	Option Year2 All Inclusive Firm Price Semi-Annual Service
Mission Medium Institution	LOT	Semi Annual #1 \$ _____ Semi Annual #2 \$ _____	Semi Annual #1 \$ _____ Semi Annual #2 \$ _____			
					GST extra	

Site Name and Tasks Group	Unit of Issue	YEAR 1 All Inclusive Firm Price Semi-Annual Service	YEAR 2 All Inclusive Firm Price Semi-Annual Service	YEAR 3 All Inclusive Firm Price Semi-Annual Service	Option Year 1 All Inclusive Firm Price Semi-Annual Service	Option Year2 All Inclusive Firm Price Semi-Annual Service
Kwikwexwelhp Healing Village	LOT	Semi Annual #1 \$ _____ Semi Annual #2 \$ _____	Semi Annual #1 \$ _____ Semi Annual #2 \$ _____			
					GST extra	

Applicable Taxes

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



ANNEX C – Insurance and Certifications

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. 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.

3. A current and valid Registered Fire Protection Technician certification with the Applied Science Technologists and Technicians of British Columbia (ASTTBC) with the "CO" Designation.



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 the criteria to demonstrate that the requirement is met.

1.2 Response Format

I. In order to facilitate evaluation of proposals, bidders' proposals must address the mandatory criteria in the Evaluation Criteria using the numbering outlined.

MANDATORY TECHNICAL CRITERIA – Kitchen Vent Hood Cleaning

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

#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met
M1	Commercial General Liability Insurance		
M2	Current and valid Registered Fire Protection Technician certification with the Applied Science Technologists and Technicians of British Columbia (ASTTBC) with the "CO" designation.		