RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

Bid Receiving - Réception des soumissions:

Title — Sujet:

Correctional Service of Canada Contracts & Materiel Services Attention: Shannon McDonald 3427 Faithfull Avenue Saskatoon SK S7K 8H6

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:

Vendor/Firm Name and Address —

"THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT" « LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE RELATIVE À LA SÉCURITÉ »

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 :						

Boiler Check Services	
Solicitation No. — N°. de l'invitation	Date:
53200-15-2107425	2015-04-21
Client Reference No. — Nº. de R	Référence du Client
53200-15-2107425	
GETS Reference No. — Nº. de F	Référence de SEAG
Solicitation Closes — L'invitation	on prend fin
at /à : 2:00 pm CST	
on / le: July 14, 2105	
F.O.B. — F.A.B. Plant – Usine: Destination Grande Cache Institution	: Other-Autre:
Address Enquiries to — Soumet Contracting Authority 3427 Faithfull Avenue Saskatoon SK S7K 8H6 501contracts@csc-scc.gc.ca	tre toutes questions à:
Telephone No. – N° de téléphone:	Fax No. − N° de télécopieur:
306-659-9252	306-659-9317
Destination des biens, services et cor Grande Cache Institution Hoppe Avenue Bag 4000 Grande Cache, AB TOE 0Y0 Instructions: See Herein Instructions: Voir aux présentes	istruction:
Delivery Required — Livraison exigée : See herein	Delivery Offered – Livrasion proposée : Voir aux présentes
Name and title of person authorized	
Nom et titre du signataire autorisé d	
Name / Nom	Title / Titre
Signature	Date
(Sign and return cover page with t Signer et retourner la page de cou	

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is a security requirement associated with the requirement. For additional information, consult Part 4 - Evaluation Procedures and Basis of Selection and Part 6 - Resulting Contract Clauses.

2. Statement of Work

The Contractor must provide the items detailed in Annex A – Statement of Work.

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

After contract award, 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 avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa-opo@boa-opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

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 <u>Standard Acquisition Clauses and Conditions</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) Manual issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, certifications, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 1.4 and 1.5 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, does not form part of and not apply to the bid solicitation. All other subsections of '01 Integrity Provisions – Bid', form part of and apply to 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 twenty (120) days

2. Submission of Bids

Bids must be submitted only to Correctional Service 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. Communications – Solicitation Period

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.

4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta.

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

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

CSC requests that bidders provide their bid in 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 mm 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). To assist Canada in reaching its objectives, bidders are encouraged to:

- use paper containing fibre certified as originating from a sustainably-managed forest and/or 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, duotangs or binders.

2. Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

3. Section II: Financial Bid

Bidders must submit their financial bid in accordance with the pricing schedule detailed in **Annex B - Proposed Basis of Payment**. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

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

4. Section III: Certifications

Bidders must submit the certifications required under **Part 5 - Certifications**.

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.

Note to Bidders: Table Totals will be calculated using the formula that follows the corresponding 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.

3. Security Requirement

- 3.1 Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 6 Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- 3.2 Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

3.3 For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31) document on the Departmental Standard Procurement Documents Website.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provided to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, 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.

1.1 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 (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Human Resources and Skills Development Canada (HRSDC) - 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.

1.2 Former Public Servant Certification

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 with FPS, bidders must provide the information required below before contract award. If the answers 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 as defined above?

YES ()NO ()

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

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

By providing this information, 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 a 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.

1.3 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.

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

1. Security Requirement

- The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
- 3. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
- 4. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - (b) Industrial Security Manual (Latest Edition).

2. Statement of Work

The Work to be performed is detailed under Article A of the resulting contract clauses.

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</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) 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 (23014-09-25) General Conditions - Services (Medium Complexity), apply to and form part of the Contract.

Subsection 27.4 of 2010C, General Conditions – Services (Medium Complexity), will not form part of the Contract. All other subsections of '2010C 27 Integrity Provisions – Contract', will form part of the Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of contract award to 2018-08-31 inclusive.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Shannon McDonald Title: Contracting Authority Correctional Service Canada

Branch/Directorate: Contracts & Materiel Services

Telephone: (306) 659-9252 Facsimile: (306) 659-9317

E-mail address: Shannon.mcdonald@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: Ron Fahl

Title: Chief Facilities Management Correctional Service Canada

Branch/Directorate: Grande Cache Institution

Address: Hoppe Avenue, Bag 4000 Grande Cache, AB T0E 0Y0 Telephone: (780) 827-7618

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

SACC Manual Clause C0206C 2013-04-25 - Basis of Payment - Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of *\$ insert the amount at contract award*. Customs duties are excluded and Applicable Taxes are extra.

6.2 Limitation of Expenditure

- Canada's total liability to the Contractor under the Contract must not exceed \$ ______.
 \$insert the amount at contract award. Customs duties are excluded 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 percent committed, or
 - b. four (4) 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 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

6.4 Monthly Payment

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 performed has been accepted by Canada.

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 work identified in the invoice is completed.
- 2. Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the Project Authority for certification and payment.

8. Certifications

8.1 Certification of Compliance

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9. Applicable Laws

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

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 General Conditions 2010C (2014-09-25) Services (Medium Complexity)
- (c) Annex A, Statement of Work
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) 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 in below. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection. The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

12.1 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)
- 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 Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- 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 (ie. 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 understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties for both the process and to bear the cost of such process, assist in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or applicable of a term and condition of this contract. The Office of Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa-opo.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 contractor respecting administration of this 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, and the interpretation and the application of the terms and conditions and the scope of work of this contract are not in dispute. The Office of Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa-opo@boa-opo.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.

ANNEX A - Statement of Work

The Correctional Service Canada has a requirement to provide boiler check services to Grande Cache Institution. The work will involve the following:

1.1Background

Correctional Service of Canada (CSC), Grande Cache Institution (GCI) is a fenced Federal medium male security institution, operating since 1995. As per Federal policy, it is a designated smoke free environment. GCI is located in the community of Grande Cache, Alberta, approximately 143 kilometers northwest of Hinton and 183 kilometers south of Grande Prairie.

Grande Cache Institution is committed to maintaining our facility as efficiently and effectively as possible and keeping with Alberta Boiler Services Association (ABSA).

1.2 Objectives:

The objective of this project is to hire a certified contractor to check/monitor, track and report on the operation of the institutional boiler system at times when the normal staff are not available i.e. weekends and holidays.

1.3 Tasks:

Grande Cache Institution is required to check the boilers twice a day, each calendar day as required by the Alberta Boilers Safety Association (ABSA) to meet the Safety Codes Act, Power Engineers Regulation (AR85/2003). A contract is required to supply a certified person for off hours i.e. weekends and statutory holidays when regular full-time staff are not scheduled.

- The contractor shall perform boiler checks for off hours (weekends and statutory holidays) on an as when needed basis.
- Two checks will be required per day at an interval of at least seven (7) hours apart.
- Additional checks may be required (in case of the absence of qualified institutional staff).
 Additional checks may be at short notice (eight (8) hours).
- Check centrally located boilers and the associated equipment twice each calendar day as required by the Alberta Boilers Safety Association (ABSA) to meet the Safety Codes Act, Power Engineers Regulation (AR85/2003).
- Log all data collected from equipment after each check.
- The contractor will ensure that the boiler room log book is signed after each/every check, indicating the name of the person performing the check, the date and time the check was completed and any abnormalities that are required to be logged. (See ABSA guidelines for the care and operation of hot water heating boilers.)
- All problems requiring remedial action must be reported to the Correctional Manager on duty without delay.

1.4 Deliverables:

Contractor shall be deemed to have complied with the requirements of the Contract by completing the inspections in accordance with the requirements described under 1.3 Tasks and signing the boiler room logbook after each visit and notifying the Project Authority and/or their designate of any problems requiring remedial action.

1.5 Location of work:

a. The Contractor must perform the work at Grande Cache Institution.

b. Travel

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.

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 per diem rate(s) below in the performance of this Contract, HST or GST extra.

Year 1 All inclusive daily rate for the period of Date of Contract Award to August 31, 2016	\$
Year 2 All inclusive daily rate for the period of September 1, 2016 to August 31, 2017	\$
Year 3 All inclusive daily rate for the period of September 1, 2017 to August 31, 2018	\$

The bids will be evaluated as follows:

Year 1 daily rate + Year 2 daily rate + Year 3 daily rate = Total Daily Rate Total daily rate /3 = Average Daily Rate

The bid that meets the Mandatory Requirements with the lowest Average Daily Rate will be awarded the contract.

2.0 HST or GST

- (a) All prices and amounts of money in the contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.
- (b) The estimated HST or GST of \$<\(\textit{To Be Inserted at Contract Award} \) is included in the total estimated cost shown on page 1 of this Contract. The estimated GST or HST to the extent applicable will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of GST or HST paid or due.

Annex C – Security Requirement Check List

(Insert Security Requirements Check List)



Government of Canada Gouvernement du Canada

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Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL)

PART A - CONTRACT INFORMATION / PARTIE A	CATION DES EXIGENCES RELATIVES A L./	A SECURITE (LVERS)
1. Originating Government Department or Organization		nch or Directorate / Direction générale ou Direction
Ministère ou organisme gouvernemental d'origine		inde Cache Institution
3. a) Subcontract Number / Numéro du contrat de soi		bcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work / Brève description du tra	ıvail	
	heck services to meet compliance with Alberta Boller Safe	ly Association regulations
•		
5. a) Will the supplier require access to Controlled Go	oods?	□ No □ Yes
Le fournisseur aura-t-il accès à des marchandis	es contrôlées?	V Non □ Oui
5. b) Will the supplier require access to unclassified n	nilitary technical data subject to the provisions of th	e Technical Data Control No Yes
Regulations?		V Non L Oui
Le fournisseur aura-t-il accès à des données tec	chniques militaires non classifiées qui sont assujetti	ies aux dispositions du Règlement
sur le contrôle des données techniques? 6. Indicate the type of access required / Indiquer le ty	es d'acore	
6. a) Will the supplier and its employees require acce	ss to PROTECTED and/or CLASSIFIED information	in or assets?
(Specify the level of access using the chart in Qu	accès à des renseignements ou à des biens PRO	TEGES et/ou CLASSIFIES? Y Non Oui
(Préciser le niveau d'accès en utilisant le tablea		and the second s
6, b) Will the supplier and its employees (e.g. cleaner	s, maintenance personnel) require access to restri	cled access areas? No access to No Yes
PROTECTED and/or CLASSIFIED information of	or assets is permitted.	L Non V Oui ∫
	rs, personnel d'entretien) auront-ils accès à des zo	nes d'accès restreintes? L'accès
à des renseignements ou à des biens PROTEG 6. c) Is this a commercial courier or delivery requirem	ent with no overnight storage?	[/] No [Yes
S'agit-il d'un contrat de messagerie ou de livrais	on commerciale sans entreposage de nuit?	V Non Oui
7. a) Indicate the type of information that the supplier	· •	mation cumus lie fournisseous dours augic nesse
	7 /	· ·
Canada NV OV	NATO / OTAN	Foreign / Étranger
7. b) Release restrictions / Restrictions relatives à la		
No release restrictions	All NATO countries	No release restrictions
Aucune restriction relative	Tous les pays de l'OTAN	Aucune restriction relative
a la dinosion		a id dinasioti
Not releasable NOT releasable		
À ne pas diffuser		
Restricted to: / Limité à	Restricted to: / Limité à :	Restricted to: / Limité à :
l <u>-</u> <i>V</i> /	[
Specify country(ies): / Préciser le(s) pays : \/	Specify country(les): / Preciser le(s) pays :	Specify country(ies): / Preciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A	NATO UNCLASSIFIED	PROTECTED A
PROTÉGÉ A L	NATO NON CLASSIFIE L	PROTÉGÉ A
PROTECTED B	NATO RESTRICTED	PROTECTED B PROTÉGÉ B
PROTÉGÉ B	NATO DIFFUSION RESTREINTE	PROTECTED C
PROTECTED C	NATO CONFIDENTIAL NATO CONFIDENTIAL	PROTEGÉ C
PROTÈGÉ C L	NATO SECRET	CONFIDENTIAL
CONFIDENTIAL	NATO SECRET	CONFIDENTIEL
SECRET	COSMIC TOP SECRET	SECRET
SECRET	COSMIC TRÈS SECRET	SECRET
TOP SECRET	,	TOP SECRET
TRÈS SECRET		TRÉS SECRET
TOP SECRET (SIGINT)		TOP SECRET (SIGINT)
TRÈS SECRET (SIGINT)		TRÈS SECRET (SIGINT)

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

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Canad'ä

PART A (con	linued) i PARTIE A (suite)							
Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?								
If Yes, indic	ate the level of sensitivity:		isignes PROTEGES eVou Cl	LASSIFIES?	V Non L Oui			
Dans l'affir	native, indiquer le niveau de sens	ibilité:			No Yes			
9. Will the supplier require access to extremely sensitive INFOSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?								
	s) of material / Titre(s) abrégé(s) o Number / Numéro du document :	lu matériel :						
PARTIESPE	ISONNEL (SUPPLIER) //PARTIE	B PERSONNEL (FOURNISSEU)						
10. a) Personr	iel security screening level require	ed / Niveau de contrôle de la sécurit	du personnel requis					
	RELIABILITY STATUS COTE DE FIABILITÉ	CONFIDENTIAL CONFIDENTIEL	SECRET SECRET	TOP SE				
Total Confedence from the	TOP SECRET- SIGINT TRES SECRET - SIGINT	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET		TOP SECRET			
	SITE ACCESS ACCÈS AUX EMPLACEMENTS							
	Special comments:							
The state of the s	Commentaires spéciaux :							
	NOTE: If multiple levels of scree REMARQUE: Si plusieurs nive	ning are identified, a Security Classific aux de contrôle de sécurité sont requ	ation Guide must be provided uis, un guide de classification	i. 1 de la sécurité doit étr	re fourni.			
10, b) May uns Du pers	creened personnel be used for pr	ortions of the work? e peut-il se voir confier des parties d			No Yes			
If Yes, w	ill unscreened personnel be esco filmative, le personnel en questio	rted?			No Yes			
					· L Non L Oui			
		E.C. MESURES DE PROTECTION	(FOURNISSEUR)					
INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS								
	11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or Yes							
premises? Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou								
CLASSIFIÉS?								
11, b) Will the s Le fourn	supplier be required to safeguard sseur sera-t-il tenu de proléger d	COMSEC information or assets? es renseignements ou des biens CO	MSEC?		No Yes			
PRODUCTIO	N							
. 1(00001)0	•							
11. c) Will the p	oduction (manufacture, and/or rep	air and/or modification) of PROTECTE	ED and/or CLASSIFIED maler	ial or equipment	No TYes			
occur at 1	he supplier's site or premises?	es à la production (fabrication et/ou ré			✓ Non Oui			
el/ou CL	ASSIFIÉ?		paramon by our mountainoutous, ac	, material itoreac	-			
INFORMATIO	N TECHNOLOGY (IT) MEDIA /	SUPPORT RELATIF À LA TECHNO	OLOGIE DE L'INEOPMATION	J (TI)				
	, , , , , , , , , , , , , , , , , , ,			* ():/				
11. d) Will the st	ipplier be required to use its IT sys	tems to electronically process, produc	e or store PROTECTED and/	or CLASSIFIED	✓ No Yes			
Le foumit	information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des							
renseignements ou des données PROTEGES et/ou CLASSIFIÉS?								
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?								
Disposera gouverne	a-t-on d'un lien électronique entre l	système informatique du foumisseu	r el celui du ministère ou de l'a	agence	Non LOui			
700.00T 056	-103/2004/12)	Conville Classification (Class	***					



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For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises. Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.									e, les					
Dans le cas des u	For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions. Dans te cas des utilisateurs qui remplissent le formulaire en figne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif. SUMMARY CHART / TABLEAU RÉCAPITULATIF								aisies					
Category Catégoria		TECTI OTÈG			SSIFIED ASSIFIÉ			NATO				COMSEC		
D/K	A	В	С	Confidential Confidential	SECRET	TOP SECRET TRES SECRET	NATO RESTRICTED NATO DIFFUSION RESTREME	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRES SECRET	TECTE DTÉGE B	Confidential Confidentiel	SECRET	TOP SECRET THES SECRET
information / Assets \ Renseignements / Biens Production				·										
IT Media / Support TI IT Link / Lien electronique											(nix-mapr			
12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? Non								Yes Oui						
If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification". Dans l'affirmative, classifier le présent formulaire en Indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.														
12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED? La documentation associée à la présente LVERS sera-t-elle PROTEGÉE et/ou CLASSIFIÉE?														
If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments). Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée α Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).														

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 <u>imperative</u> that the proposal <u>address each of these criteria</u> to demonstrate that the requirements are met.

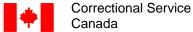
- 1.2 LISTING EXPERIENCE WITHOUT PROVIDING ANY SUBSTANTIATING DATA TO SUPPORT WHERE, WHEN AND HOW SUCH EXPERIENCE WAS OBTAINED WILL RESULT IN THE STATED EXPERIENCE NOT BEING CONSIDERED FOR EVALUATION PURPOSES.
- 1.3 All experience must be strictly work-related. Time spent during education and/or training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

1.6 Response Format

- 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.

Service correctionnel Canada

IV. CSC will also only evaluate the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.



MANDATORY TECHNICAL CRITERIA

#	Mandatory Technical Criteria	tory Technical Criteria Bidder Response Description (include location in bid)					
M1	The bidder must have a minimum 2 years experience as a Boiler Operator "A" or a New Fourth Class (issued after September 1, 1998). Please indicate years of experience with months/years and provide a copy of certificate.						