

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

Danielle.blanchet@csc-scc.gc.ca

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

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

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

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

Comments — Commentaires :

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

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

Telephone # — Nº de Téléphone : _____

Fax # — No de télécopieur : ______

Email / Courriel : _____

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

Solicitation No. — Nº. l'invitation	de	Date:	
21120-23-4265820/01		June 26t	h, 2023
Client Reference No	— №. de	Référence	e du Clien
21120-23-4265820/01			
Solicitation Closes —	L'invitat	ion prend	fin
at /à:2 :00pm			
on / le: July 12 th , 202	3 EDT		
F.O.B. — F.A.B. Plant – Usine: Autre:	Destinatio	on:	Other-
Address Enquiries to	— Soum	ettretoute	es
questions à: Danielle Blanchet, S Danielle.blanchet@c	enior Co	ntract Offi	cer
Telephone No. – N° de		ax No. – N°	de
		a no. – n	
téléphone:		lécopieur:	
téléphone: 506-850-7336	té	lécopieur:	
téléphone:	té ervices ar	lécopieur:	tion:
téléphone: 506-850-7336 Destination of Goods, So	ervices an ervices en	lécopieur:	tion:
téléphone: 506-850-7336 Destination of Goods, So Destination des biens, s Instructions: See Herein	ervices an ervices en résentes	lécopieur:	tion: on: fered – roposée :
téléphone: 506-850-7336 Destination of Goods, So Destination des biens, s Instructions: See Herein Instructions : Voir aux p Delivery Required — Liv exigée : See herein Name and title of person	ervices ar ervices er n résentes	lécopieur: nd Construction construction Delivery Of Livraison pré Voir aux pré	tion: on: fered – roposée : sentes
téléphone: 506-850-7336 Destination of Goods, So Destination des biens, s Instructions: See Herein Instructions : Voir aux p Delivery Required — Liv exigée : See herein	ervices ar ervices ef n résentes raison authorize	Delivery Of Livraison p Voir aux pré	tion: on: fered – roposée : sentes n behalf of
téléphone: 506-850-7336 Destination of Goods, So Destination des biens, s Instructions: See Herein Instructions : Voir aux p Delivery Required — Liv exigée : See herein Name and title of person Vendor/Firm Nom et titre du signatair	ervices ar ervices ef n résentes raison authorize	Delivery Of Livraison p Voir aux pré	tion: on: fered – roposée : sentes n behalf of seur/de
téléphone: 506-850-7336 Destination of Goods, So Destination des biens, s Instructions: See Herein Instructions : Voir aux p Delivery Required — Liv exigée : See herein Name and title of person Vendor/Firm Nom et titre du signatair l'entrepreneur	ervices ar ervices ef n résentes raison authorize	Delivery Of Livraison p Voiraux pré d to sign of du fournis	tion: on: fered – roposée : sentes n behalf of seur/de
téléphone: 506-850-7336 Destination of Goods, So Destination des biens, s Instructions: See Herein Instructions : Voir aux p Delivery Required — Liv exigée : See herein Name and title of person Vendor/Firm Nom et titre du signatair l'entrepreneur	ervices ar ervices ef n résentes raison authorize	Delivery Of Livraison p Voiraux pré d to sign of du fournis	tion: on: fered – roposée : sentes n behalf of seur/de



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1. Security Requirement
- 2. Statement of Work
- 3. Revision of Departmental Name
- 4. Debriefings
- 5. Procurement Ombudsman

PART 2 - BIDDER INSTRUCTIONS

- 1. Standard Instructions, Clauses and Conditions
- 2. Submission of Bids
- 3. Former Public Servant
- 4. Enquiries, Bid Solicitation
- 5. Applicable Laws

PART 3 - BID PREPARATION INSTRUCTIONS

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 1. Evaluation Procedures
- 2. Basis of Selection

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

1. Certifications Precedent to Contract Award and Additional Information

PART 6 - RESULTING CONTRACT CLAUSES

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



- 21. Privacy
- 22. Proactive Disclosure of Contracts with Former Public Servants
- 23. Information Guide for Contractors

List of Annexes:

- Annex A Statement of Work
- Annex B Proposed Basis of Payment Annex C Security Requirements Check List Annex D Evaluation Criteria



This bid solicitation cancels and supersedes previous bid solicitation number **21120-23-4265820** dated April 4th, 2023 with a closing of April 21st, 2023 at 2:00pm EDT. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

PART 1 - GENERAL INFORMATION

1. Security Requirements

- 1.1 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;
- 1.2 Before access to sensitive information is provided to the bidder, the following conditions must be met:
 - (b) the Bidder's proposed individuals requiring access to sensitive information, assets or sensitive work sites must meet the security requirement as indicated in Part 6 -Resulting Contract Clauses;
 - (c) the Bidder's security capabilities must be met as indicated in Part 6 Resulting Contract Clauses.
- 1.3 For additional information on security requirements, Bidders should refer to the <u>Contract</u> <u>Security Program</u> (CSP) of Public Works and Government Services Canada website.

2. Statement of Work

The Work to be performed is detailed under Article 2 of the resulting contract clauses.

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 impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$26,400 for goods and \$105,700 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at <u>the Office of the Procurement Ombudsman email address</u>, by telephone at 1-866-734-5169, or by web at <u>the Office of the Procurement</u> <u>Ombudsman website</u>. For more information on OPO's services or to determine if your concerns are within the Ombudsman's mandate, please see the <u>Procurement Ombudsman Regulations</u> or visit the <u>OPO website</u>.



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 Manual</u> issued by Public Works and Government Services Canada.

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

The 2003 (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: sixty (60) days Insert: One hundred and fifty (150) days

2. Submission of Bids

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

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

Delete: Section 06 in its entirety.

Insert: 06 Late bids:

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

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

Delete: Section 07 in its entirety.

Insert: 07 Delayed bids:

Canada will not accept any delayed bids.

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

Delete: Section 08 in its entirety.

Insert: 08 Transmission by email

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



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

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

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

Bidders must ensure that any handwritten information included in their bid is clearly legible in order to allow CSC to complete the bid evaluation. CSC reserves the right, at its sole and entire discretion, to disregard any handwritten information which it determines to be illegible when assessing whether bids comply with all of the requirements of the bid solicitation including, if applicable, any and all evaluation criteria.

3. Former Public Servants

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



to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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



If so, the Bidder must provide the following information:

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

4. Enquiries – Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) business days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

5. Applicable Laws

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

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



PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

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

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

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

Section IV: Additional Information: one (1) electronic copy in PDF format

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

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

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

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.



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(s) in the relevant table in **Annex B – Proposed Basis of Payment.**

For evaluation purposes only, the evaluated bid price will be the TOTAL PRICE in Table A.

2. Basis of Selection

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



PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

1. Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

1.1 Integrity Provisions – Declaration of Convicted Offenses

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

1.2 Integrity Provisions – Required documentation



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

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

List of Names:

OR

The Bidder is a partnership

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

1.3 Security Requirements – required documentation

In accordance with the requirements of the <u>Contract Security Program</u> of Public Works and Government Services Canada, the Bidder must provide a completed Contract Security Program Application for Registration (AFR) form to be given further consideration in the procurement process.

Bidders are reminded to obtain the required security clearance and, as applicable, security capabilities promptly. As indicated above, Bidders who do not provide all of the required information at bid closing will be given the opportunity to complete any missing information from the AFR form within a period set by the Contracting Authority. If that information is not provided within the timeframe established by the Contracting Authority (including any extension granted by the Contracting Authority in its discretion), or if Canada requires further information from the Bidder in connection with assessing the requests for security clearance (i.e., information not required by the AFR form), the Bidder will be required to submit that information within the time period established by the Contracting Authority, which will not be less than 48 hours. If, at any time, the Bidder fails to provide the required information within the timeframe established by the Contracting Authority, its bid will be declared noncompliant.

1.4 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) – Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.



1.5 Language Requirements - Bilingual Essential

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 both official languages of Canada (French and English). The individual(s) proposed must be able to communicate orally and in writing in French and English without any assistance and with minimal errors.

1.6 Education and Experience

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

1.7 Certification:

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



PART 6 - RESULTING CONTRACT CLAUSES

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

1. Security Requirement

- 1.1 The following security requirements (SRCL and related clauses provided by PWGSC CSP) apply to and form part of the Contract.
- 1. The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
- The Contractor personnel requiring access to PROTECTED information, assets or sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
- 3. The Contractor MUST NOT remove any PROTECTED information or assets from the identified site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- 4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
- 5. The Contractor must comply with the provisions of the:
 - a) Security Requirements Check List and security guide (if applicable), attached at Annex C.
 - b) Contract Security Manual (Latest Edition).

2. Statement of Work

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

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> issued by Public Works and Government Services Canada.

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

3.1 General Conditions

2010B (2022-12-01), General Conditions - Professional Services (Medium Complexity), apply to and form part of the Contract.

3.2 Supplemental General Conditions

4006 (2010-08-16) <u>Contractor to Own Intellectual Property Rights in Foreground Information</u>, apply to and form part of the Contract

4. Term of Contract

4.1 Period of the Contract



5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Danielle Blanchet Title: Senior Contract Officer Correctional Service Canada Directorate: Contracting and Material Services Telephone: 506-850-7336 E-mail address: <u>Danielle.blanchet@csc-scc.gc.ca</u>

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

5.2 **Project Authority**

The Project Authority for the Contract is:

Name:
Title:
Directorate:
Telephone:
E-mail address:

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

5.3 Contractor's Representative (Fill in at Contract Award)

The Authorized Contractor's Representative is:

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

6. Payment

6.1 Basis of Payment – Firm Unit Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in Annex B. Customs duties are included and Applicable Taxes are extra.



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

6.2 Limitation of Expenditure

- Canada's total liability to the Contractor under the Contract must not exceed \$______.
 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 Contractor must notify the approval of the Contracting Authority.
 - 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 Method of Payment – Single Payment/Monthly Payment

SACC Manual Clause H1000C (2008-05-12), Single Payment SACC Manual Clause H1008C (2008-05-12), Monthly Payment

6.4 SACC Manual Clauses

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

6.5 Travel and Living Expenses

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

6.6 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using the following Electronic Payment Instrument(s):

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

7. Invoicing Instructions

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

Each invoice must be supported by:

a. a list of courses delivered or verifications performed or;



- b. a copy of the release document and any other documents as specified in the Contract.
- 2. Invoices must be distributed as follows:

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

Trevor Murphy – trevor.murphy@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 Ontario.

10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the Supplemental General Condition 4006 (2010-08-16) Contractor to own Intellectual Property Rights in Foreground Information

(c) the General Conditions 2010B (2022-12-01) - General Conditions – Professional Services (Medium Complexity);

- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List; and
- (g) the Contractor's bid dated _____ (to be inserted at contract award)

11. Insurance

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

12. Liability

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



resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

13. Ownership Control

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

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

14. Closure of Government Facilities

- 14.1 Contractor personnel are employees of the Contractor and are paid by the Contractor on the basis of services rendered. Where the Contractor or the Contractor's employees are providing services on government premises pursuant to this Contract and the said premises become non accessible due to evacuation or closure of government facilities, and consequently no Work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of closure.
- 14.2 Contractors working at CSC sites should be aware that they may be faced with delay or refusal of entry to certain areas at certain times even if prior arrangements for access may have been made. Contractors are advised to call in advance of travel to ensure that planned access is still available.

15. Tuberculosis Testing

- 15.1 It is a condition of this contract that the Contractor or any employees of the Contractor who require entry into a Correctional Service of Canada Institution to fulfill the conditions of the contract may, at the sole discretion of the Warden, be required to provide proof of and results of a recent tuberculin test for the purpose of determining their TB infection status.
- 15.2 Failure to provide proof of and results of a tuberculin test may result in the termination of the contract.
- 15.3 All costs related to such testing will be at the sole expense of the Contractor.

16. Compliance with CSC Policies

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



- 16.2 Unless otherwise provided in the contract, the Contractor must obtain all permits and hold all certificates and licenses required for the performance of the Work.
- 16.3 Details on existing CSC policies can be found on the <u>CSC website</u> or any other CSC web page designated for such purpose.

17. Health and Labour Conditions

- 17.1 In this section, "Public Entity" means the municipal, provincial or federal government body authorized to enforce any laws concerning health and labour applicable to the performance of the Work or any part thereof.
- 17.2 The Contractor must comply with all laws concerning health and labour conditions applicable to the performance of the Work or part thereof and must also require compliance of same by all its subcontractors when applicable.
- 17.3 The Contractor upon any request for information or inspection dealing with the Work by an authorized representative of a Public Entity must forthwith notify the Project Authority or His Majesty.
- 17.4 Evidence of compliance with laws applicable to the performance of the Work or part thereof by either the Contractor or its subcontractor must be furnished by the Contractor to the Project Authority or His Majesty at such time as the Project Authority or His Majesty may reasonably request."

18. Identification Protocol Responsibilities

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

- 18.1 During the performance of any Work at a Government of Canada site, the Contractor and each Contractor Representative must be clearly identified as such at all times;
- 18.2 During attendance at any meeting, the Contractor or Contractor Representatives must identify themselves as such to all meeting participants;
- 18.3 If the Contractor or a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify themself as the Contractor or an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under the e-mail account Properties. This identification protocol must also be used in all other correspondence, communication, and documentation; and
- 18.4 If Canada determines that the Contractor is not complying with any of the obligations stated in this article, Canada will advise the Contractor and request that the Contractor implement, without delay, appropriate corrective measures to eliminate recurrence of the problem.

19. Dispute Resolution Services

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at <u>the Office of the Procurement Ombudsman email address</u>, by telephone at 1-866-734-5169, or by web at <u>the Office of the Procurement Ombudsman website</u>. For more



information on OPO's services, please see the <u>Procurement Ombudsman Regulations</u> or visit <u>the</u> <u>Office of the Procurement Ombudsman website</u>.

20. Contract Administration

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at the Office of the Procurement Ombudsman email address, by telephone at 1-866-734-5169, or by web the Office of the Procurement Ombudsman website. For more information on OPO's services, please see the Procurement Ombudsman Regulations or visit the Office of the Procurement Om

21. Privacy

- 21.1 The Contractor acknowledges that Canada is bound by the Privacy Act, R.S.C. 1985, c. P-21, with respect to the protection of personal information as defined in that Act. The Contractor must keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract, and must not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract.
- 21.2 All such personal information is the property of Canada, and the Contractor must have no right in or to that information. The Contractor must deliver to Canada all such personal information in whatever form, including all copies, drafts, working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to this Contract, upon the completion or termination of the Contract, or at such earlier time as the Minister may request. Upon delivery of the personal information to Canada, the Contractor must have no right to retain that information in any form and must ensure that no record of the personal information remains in the Contractor's possession.

22. Proactive Disclosure of Contracts with Former Public Servants

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

23. Information Guide for Contractors

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



ANNEX A – Statement of Work

The Correctional Service Canada (CSC) has a requirement to develop and provide Government of Canada standard insurance terms training sessions to CSC buyers. The work will involve the following:

1. Background

The mandate of CSC Contracting and Materiel Services (CMS) is to manage the procurement of the goods, services and construction services required to meet CSC's program needs in accordance with government policies and standards.

As part of this mandate, CMS, in collaboration with business owners, must ensure contracts include appropriate insurance terms and conditions to mitigate any risks associated to the procurement process and work performance. CMS must also ensure that the proofs of insurance contractors submit meet contract insurance requirements.

In order to meet this mandate, CMS wishes to assist buyers in becoming familiar with and determining insurance terms appropriate to each contract, and verifying whether the contractor's insurance policies meet these requirements.

2. Objective

To develop and deliver a training session on Government of Canada standard insurance terms to CSC buyers to increase their understanding of contract insurance requirements.

On an as and when requested basis, to assist CMS in determining whether contractors' insurance policies meet contract insurance requirements.

3. Tasks

The contractor must perform the following tasks:

Training:

- 3.1 Review the standard Public Services and Procurement Canada (PSPC) insurance clauses CSC uses in its contracts.
- 3.2 Develop a draft training course for CMS buyers that:
 - a) explains insurance terms in PSPC insurance clauses in layman's terms;
 - b) describes the coverage each type of insurance provides;
 - c) explains the reasons why or the circumstances under which each type of coverage is necessary.
- 3.3 The contractor must submit a draft version of the English training course and training materials that includes the above content to the project authority for review.
- 3.4 The project authority will review the draft training course and provide the contractor comments including required adjustments.
- 3.5 The contractor must make the necessary adjustments and submit a final draft version of the English training session for the project authority's approval. The project authority will be responsible for translating the training session contents into French.
- 3.6 The contractor must deliver a first training session, in English, to a group of CMS buyers the



Canada Canada project authority will provide feedback to the contractor and request necessary adjustments to the training session. The contractor must adjust the training session and submit the final version to the project authority for approval.

- 3.7 The contractor must deliver the training session to CMS buyers in the CSC Pacific/Prairies regions, NHQ/Ontario regions and the Quebec/Atlantic regions. The project authority will determine if the contractor can deliver some of the training sessions simultaneously to two regions or more or if an individual training session is required for each region. The contractor must deliver the training session in English for Pacific, Prairies, Ontario, Atlantic and NHQ. The contractor must deliver the training session in French for Quebec Region.
- 3.8 The project authority will be responsible for distributing any training material to CMS buyers.

Assistance with validating contractors' insurance policies:

3.9 At the project authority's request, the contractor must review the proofs of insurance suppliers under contract to CSC submit, in English or French, to confirm they meet contract insurance requirements. The contractor must determine if these proofs of insurance meet all contract insurance requirements, or whether any coverage is missing. The contractor must also review any additional insurance contractors submit to determine if it satisfies identified deficiencies.

4. Deliverables

Training sessions on CSC insurance terms.

Training course. CSC has unreserved rights to use any training course produced by the contractor, which includes providing internal training.

Ad hoc review of Insurance certificate submitted by a bidder or contractor to validate that the certificate and policy comply with the Insurance requirements of a contract.

5. Location of work

- 5.1 The contractor must perform the work at the contractor's place of business.
- 5.2 The project authority will hold an initial meeting by videoconference (Microsoft Teams) to ensure that the contractor has clearly understood statement of work and to answer any questions. The project authority will communicate with the contractor by telephone and videoconference during contract performance.
- 5.3 The contractor must deliver the training session by videoconference (MS Teams or WebEx).
- 5.4 The project authority reserves the right to schedule additional meetings by videoconference or in person.
- 5.5 CSC will not approve any travel to perform the work under this contract. CSC will not reimburse the contractor any travel expenses for work performed within the National Capital Region.

6. Language of work

6.1 The contractor must perform all work in English and French. CSC will provide the French version of the training session and training materials to the contractor.



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, Applicable Taxes extra.

	Category	No of Units (A)	Bid Price (B)	Extended Price (C) (C = A x B)
a)	Development of training course, including analysis and description of standard Government of Canada Insurance terms.	1	\$	\$
b)	Up to 2 English and 1 French training sessions delivered by the contractor using MS Teams or WebEx	Up to 3 training sessions	\$/ per session	\$
c)	Review of Insurance certificate submitted by a bidder or contractor to validate the certificate and policy comply with the Insurance requirements	Up to 50 validations	\$/ validation	\$
			TOTAL PRICE	
	DTAL PRICE = extended price item a)	+ extended price item b)	extended price item c)	

2.0 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 \$<u>To Be Inserted at Contract Award</u> 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.

[Delete the clause below at contract award.]

3.0 Electronic Payment of Invoices - Bid

Canada requests that Bidders complete option 1 or 2 below:

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

The following Electronic Payment Instrument(s) are accepted:

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



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

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

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



Annex C – Security Requirements Check List

	DSD-NHQ5186	
Government Gouvernement		Contract Number / Numéro du contrat
of Canada du Canada		21120-23-4265820
	Linclossified Secu	rity Classification / Classification de sécurité
	DS	
		SPOL 1
	ECURITY REQUIREMENTS CHECK LIST (CATION DES EXIGENCES RELATIVES À L	
PART A - CONTRACT INFORMATION / PARTIE A		LA SECONTE (LVENS)
1. Originating Government Department or Organizati	ion / 2. Br	anch or Directorate / Direction générale ou Direction
Ministère ou organisme gouvernemental d'origine		Comptrollership
 a) Subcontract Number / Numéro du contrat de so 	ous-traitance (3. b) Name and Address of S	ubcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work / Brève description du tr	avail	101 901 all 50.055
Insurance expert to create content for requested basis, provide validation of		
 a) Will the supplier require access to Controlled G Le fournisseur aura-t-il accès à des marchandis 		No Ves
5. b) Will the supplier require access to unclassified	military technical data subject to the provisions of	the Technical Data Control No Yes
Regulations?	abalance ar Bialance and alance BAna and another	
Le tournisseur aura-t-il acces a des données te sur le contrôle des données techniques?	chniques militaires non classifiées qui sont assuje	ues aux dispositions du regiement
6. Indicate the type of access required / Indiquer le t	type d'accès requis	
6. a) Will the supplier and its employees require acc	ess to PROTECTED and/or CLASSIFIED informat	ion or assets? No Yes
Le fournisseur ainsi que les employés auront-ils	s accès à des renseignements ou à des biens PRO	
(Specify the level of access using the chart in C (Préciser le niveau d'accès en utilisant le tablea		
 b) Will the supplier and its employees (e.g. cleane 		ricted access areas? No access to 🔽 No 🗌 Yes
PROTECTED and/or CLASSIFIED information	or assets is permitted.	Non 🛄 Oui
	urs, personnel d'entretien) auront-ils accès à des z	ones d'accès restreintes? L'accès
à des renseignements ou à des biens PROTÉC 6. c) Is this a commercial courier or delivery requirer		No Yes
S'agit-il d'un contrat de messagerie ou de livrai		Non Oui
7. a) Indicate the type of information that the supplie	r will be required to access / Indiquer le type d'info	rmation auquel le fournisseur devra avoir accès
Canada X		Foreign / Étranger
		Poreign/Eulanger
 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
à la diffusion	And a control of the and a second	à la diffusion
Not releasable		
À ne pas diffuser		
		- · · · · · · · · · · · · · · · · · · ·
Restricted to: / Limité à :	Restricted to: / Limité à :	Restricted to: / Limité à :
Specify country(ies): / Préciser le(s) pays :	Specify country(les): / Préciser le(s) pays :	Specify country(les): / Préciser le(s) pays :
7. c) Level of information / Niveau d'information		
PROTECTED A	NATO UNCLASSIFIED	PROTECTED A
PROTECTED A PROTECTED B	NATO NON CLASSIFIÉ	PROTÉGÉ A
PROTECTED A		
PROTECTED A PROTECTED B PROTECTED B	NATO NON CLASSIFIÉ	PROTÉGÉ A PROTECTED B
PROTECTED A PROTÉGÉ A PROTECTED B PROTÉGÉ B PROTÉGÉ C PROTÉGÉ C	NATO NON CLASSIFIÉ	PROTÈGÉ A PROTECTED B PROTEGÉ B PROTECTED C PROTÉGÉ C
PROTECTED A PROTÉGÉ A PROTECTED B PROTÉGÉ B PROTÉGÉ C CONFIDENTIAL	NATO NON CLASSIFIÉ	PROTÉGÉ A PROTECTED B PROTÉGÉ B PROTÉGÉ C PROTÉGÉ C CONFIDENTIAL
PROTECTED A PROTÉGÉ A PROTÉGÉ B PROTÉGÉ B PROTECTED C PROTÉGÉ C CONFIDENTIAL CONFIDENTIEL	NATO NON CLASSIFIÉ	PROTÉGÉ A PROTECTED B PROTECTED B PROTECTED C PROTECE C C CONFIDENTIAL CONFIDENTIAL CONFIDENTIAL
PROTECTED A PROTÉGÉ A PROTECTED B PROTÉGÉ B PROTECTED C PROTÉGÉ C CONFIDENTIAL CONFIDENTIAL SECRET	NATO NON CLASSIFIÉ	PROTÉGÉ A PROTECTED B PROTECTED B PROTEGÉ B PROTEGÉ C PROTÉGÉ C CONFIDENTIAL CONFIDENTIAL SECRET
PROTECTED A PROTÉGÉ A PROTECTED B PROTECTED C PROTÉGÉ C CONFIDENTIAL CONFIDENTIAL CONFIDENTIAL SECRET SECRET	NATO NON CLASSIFIÉ	PROTEGÉ A
PROTECTED A PROTÉGÉ A PROTECTED B PROTÉGÉ B PROTÉGÉ B PROTÉGÉ C CONFIDENTIAL CONFIDENTIEL SECRET TOP SECRET	NATO NON CLASSIFIÉ	PROTÈGÈ A
PROTECTED A PROTÉGÉ A PROTECTED B PROTECTED C PROTÉGÉ C CONFIDENTIAL CONFIDENTIAL CONFIDENTIAL SECRET SECRET	NATO NON CLASSIFIÉ	PROTEGÉ A

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canadä

Correctional Service	Service correctionne Canada	21			
			DSD-NHQ5	186	
Government Gouve	emement		Contrac	ct Number / Numéro du c 21120-23-4265820	
	in sacaa	1	Security Clas	sification / Classification	de sécurité
		1.1	DS		
PART A (continued) / PARTIE A (suite) 8. Will the supplier require access to PRO Le fournisseur aura-t-il accès à des ren 1f Yes, indicate the level of sensitivity.	TECTED and/or CLASSIFIED seignements ou à des biens (COMSEC in COMSEC dés	formation or assets? gnés PROTÉGÉS et/ou	CLASSIFIÉS?	No Yes Non Oui
Dans l'affirmative, indiquer le niveau de Will the supplier require access to extre	mely sensitive INFOSEC infor				No Yes
Le fournisseur aura-t-il accès à des ren Short Title(s) of material / Titre(s) abrég	15 Sectors and managements	NFOSEC de l	nature extrêmement delic	ate?)	V Non Oui
Document Number / Numéro du docum ART B - PERSONNEL (SUPPLIER) / P/	ient : ARTIE B - PERSONNEL (FOL				
10. a) Personnel security screening level r RELIABILITY STATUS	CONFIDENT	TIAL	SECRET	TOP SE	
TOP SECRET- SIGINT		IDENTIAL	NATO SECRET		TOP SECRET TRÉS SECRET
SITE ACCESS ACCÉS AUX EMPLACEN		IDENTIEL	NATO SECRET	COSMIC	TRES SECRET
Speciał comments:					
Commentaires spéciaux :	er Al Alassa a	5 12 12	n 1961 (22 - 13	89	
REMARQUE : Si plusieun	screening are identified, a Sec s niveaux de contrôle de sécu				
 b) May unscreened personnel be used Du personnel sans autorisation séc If Yes, will unscreened personnel be 	uritaire peut-il se voir confier o	des parties du	travail?	DS	No Yes Non Oui
Dans l'affirmative, le personnel en c					No Non Oui
ART C - SAFEGUARDS (SUPPLIER) / INFORMATION / ASSETS / RENSE		ROTECTION	(FOURNISSEUR)		
1. a) Will the supplier be required to rece	elve and store PROTECTED a	and/or CLASS	FIED information or ass	ets on its site or	No Yes
premises? Le fournisseur sera-t-il tenu de rece CLASSIFIÊS?	woir et d'entreposer sur place	des renseign	ements ou des biens PR	OTÉGÉS et/ou	
 b) Will the supplier be required to safe Le fournisseur sera-t-il tenu de prot 			MSEC?		No Yes Non Oui
PRODUCTION			keaster.		
 c) Will the production (manufacture, and occur at the supplier's site or premise Les installations du fournisseur servir et/ou CLASSIFIÉ? 	es?				No Ves Non Oul
INFORMATION TECHNOLOGY (IT) MED	XIA / SUPPORT RELATIF À	A LA TECHNO	LOGIE DE L'INFORMAT	ION (TI)	
 d) Will the supplier be required to use its information or data? Le fournisseur sera-t-it tenu d'utiliser renseignements ou des données PR 	ses propres systèmes informati	and breeze			No Yes Non Oui
 e) Will there be an electronic link betwee Disposera-t-on d'un lien électronique gouvernementale? 					No Ves Non Oui
TB5/SCT 350-103(2004/12)	Security Classif	ication / Class	ification de sécurité		0 11
					Canadä



Government Gouvernement

du Canada

DSD-NHQ5186

Contract Number / Numéro du contrat

21120-23-4265820

Security Classification / Classification de sécurité

PART C - (continued) / PARTIE C - (suite)

of Canada

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.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions. Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récepitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Categorie	PROTECTED			CLASSIFIED CLASSIFIE			NATO				COMSEC					
NA	A		c	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP		O/TECT ROTEC		CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		THES SECRET	NATO DIFFUSION RESTREMTE	NATO CONFIDENTIEL		SECRET COSMC TRE8 SECRET	A	82	c	CONFIDENTIEL		TRES SECRET
nformation / Asseta																
tenseignements / Biena Troduction		-			-	-			-	-	+	-	+		-	-
T Media / Support TI		t	T			1		-			+	F	t		-	-
T Link / Jen électronique																
La description If Yes, classif Dans l'affirma « Classificatio	y th ative on c	is fo), cli le se	irm l Issif	oy annotating lier le présen lité » au haut	the top t formula et au bas	and botto ire en ind du form	om in the arc liquant le ni ulaire.	oa entitled "S veau de sécu	ecurity C rité dans	lassificat					X No Non	
b) Will the docu La documenta															X Non	
If Yes, classif attachments (by annotating	the top	and botto	om in the are	an optition "C	a museling C	lossificat	inn"	and	in di	and a second at		

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canadä

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



MANDATORY TECHNICAL CRITERIA

#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met
M1	The bidder must have a minimum of three (3) years experience in providing general commercial liability insurance advice to businesses including construction firms and/or malpractice insurance to health services providers.		
	The bidder must have acquired the experience in the past five (5) years prior to date of bid closing.		
	Bidders should provide the following details as to how the stated experience was obtained:		
	 Name of the client organization(s) and contact information; Start and end dates of the services provided; Nature and scope of the services provided; A reference that can confirm the bidder's 		
	experience.		
M2	The bidder must have a minimum of three (3) years experience in determining whether insurance policies meet insurance requirements.		
	The bidder must have acquired the experience in the past five (5) years prior to date of bid closing.		
	Bidders should provide the following details as to how the stated experience was obtained:		
	1. Name of the client organization(s) and contact information;		
	 Start and end dates of the services provided; Nature and scope of the services provided; A reference that can confirm the bidder's experience. 		