



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

Stéphane Deslauriers  
Correctional Service of Canada  
Mailroom  
340, Laurier Avenue West  
Ottawa, Ontario  
K1A 0P9  
Main Floor

**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 therefore.

**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 —**  
**Raison sociale et adresse du fournisseur/de**  
**l'entrepreneur :**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone # — N° de Téléphone :

\_\_\_\_\_

Fax # — No de télécopieur :

\_\_\_\_\_

Email / Courriel :

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

\_\_\_\_\_

<b>Title — Sujet:</b> <b>Revisions to the Tupik program – Inuit Specific Sex Offender Program</b>	
<b>Solicitation No. — N° de l'invitation</b> 21120-14-2007964	<b>Date:</b> 2014-01-22
<b>Client Reference No. — N° de Référence du Client</b> 21120-14-2007964-INH	
<b>GETS Reference No. — N° de Référence de SEAG</b> 21120-14-2007964	
<b>Solicitation Closes — L'invitation prend fin</b> at / à : 14 :00 EDT on / le : 2014-03-04	
<b>F.O.B. — F.A.B.</b> Plant - Usine:                      Destination:                      Other-Autre:	
<b>Address Enquiries to — Soumettre toutes questions à :</b> Stephane.Deslauriers@csc-scc.gc.ca	
<b>Telephone No. — N° de téléphone:</b> 613-947-0764	<b>Fax No. — N° de télécopieur:</b> 613-992-1217
<b>Destination of Goods, Services and Construction:</b> <b>Destination des biens, services et construction:</b> Correctional Service Canada/Service correctionnel du Canada 340 Laurier Avenue West/340, avenue Laurier Ouest	
<b>Instructions: See Herein</b> <b>Instructions : Voir aux présentes</b>	
<b>Delivery Required — Livraison exigée : See herein</b>	<b>Delivery Offered — Livraison proposée : Voir aux présentes</b>
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>Nom et titre du signataire autorisé du fournisseur/de l'entrepreneur</b>	
_____	
<b>Name / Nom</b>	<b>Title / Titre</b>
_____	
<b>Signature</b>	<b>Date</b>
_____	
(Sign and return cover page with bid proposal / Signer et retourner la page de couverture avec la proposition)	



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## **PART 1 - GENERAL INFORMATION**

### **1. Security Requirement**

There is no security requirement associated with the requirement.

### **2. Statement of Work**

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

### **3. Revision of Departmental Name**

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

### **4. Debriefings**

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](mailto: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](http://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 Standard Acquisition Clauses and Conditions (<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 (2013-06-01) 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 Code of Conduct and Certifications – 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: ninety (90) 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. 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies 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 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 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) (<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:

- i. 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.

**3.1 Exchange Rate Fluctuation**

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

**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 C – Evaluation Criteria**. Proposals not meeting all mandatory criteria will be declared non-responsive and will be given no further consideration.

##### **1.1.2 Point Rated Technical Criteria**

Proposals will be evaluated to determine their score with regards to the point rated criteria outlined in **Annex C – Evaluation Criteria**.

#### **1.2 Financial Evaluation**

SACC Manual clause A0220T (2013-04-25), Evaluation of Price

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

### **2. Basis of Selection**

- 1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation;
  - b. meet all mandatory technical evaluation criteria; and
  - c. obtain the required minimum of 8 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 16 points.
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract.



## 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 provide 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\\_equality/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equality/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 with 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.

##### 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, in the context of the fee abatement formula, 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**

Is the Bidder a FPS in receipt of a pension as defined above? YES ( ) NO ( )

If so, the Bidder must provide the following information:

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

#### **Work Force Reduction Program**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? 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 reduction 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 the Goods and Services Tax or Harmonized Sales Tax.

**Note to Bidders:** Bidders are advised that a contract issued to a FPS in receipt of a pension under the *Public Service Superannuation Act (PSSA)* will be identified as such on the CSC Departmental Proactive Disclosure of Contracts internet site.

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

#### **1.3 Status and Availability of Resources**

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



#### **1.4 Education and Experience**

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

**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**

There is no security requirement associated with the requirement.

### **2. Statement of Work**

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

### **3. Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<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**

2010B (2013-06-27), General Conditions - Professional Services (Medium Complexity), apply to and form part of the Contract.

**Subsection 31.4 of 2010B, General Conditions – Professional Services (Medium Complexity), will not form part of the Contract. All other subsections of '2010B 31 Code of Conduct and Certifications – Contract', will form part of the Contract.**

#### **3.2 Supplemental General Conditions**

4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

### **4. Term of Contract**

#### **4.1 Period of the Contract**

The period of the Contract is from date of Contract to April 30, 2014

### **5. Authorities**

#### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Stéphane Deslauriers  
Title: Procurement Officer  
Correctional Service Canada  
Branch/Directorate: Correctional Service of Canada  
Telephone: 613-947-0764  
Facsimile: 613-992-1217  
E-mail address: [Stephane.Deslauriers@csc-scc.gc.ca](mailto:Stephane.Deslauriers@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: (To be completed at contract award)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Correctional Service Canada  
Branch/Directorate: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

**5.3 Contractor's Representative**

The Authorized Contractor's Representative is: (To be completed at contract award)

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

**6. Payment**

**6.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the all inclusive firm prices specified in Annex B up to a maximum total cost of \$ \_\_\_\_\_ (insert the amount at contract award). 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 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



### 6.3 Monthly Payments

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

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

### 6.4 Travel and Living Expenses

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

## 7. Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of the monthly progress report.
2. Invoices must be distributed as follows:
    - a. The original and one (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract for certification and payment.

Reference must be made to the following:

Contract no: 21120-14-2007964  
Financial Coding: 11012.701.11604.240.04400.1.1

## 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.

### 8.2 SACC Manual Clauses

SACC Manual Clause A7017C (2008-05-12), Replacement of specific Individuals

## 9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (to be inserted at contract award).





## 10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the Supplemental General Conditions 4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information
- (c) the General Conditions 2010B (2013-06-27), General Conditions - Professional Services (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated \_\_\_\_\_ (to be completed at contract award)

## 11. Insurance

SACC Manual clause G1005C, (2008-05-12), Insurance

## 12. Ownership Control

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

- (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.

## 13. Closure of Government Facilities

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

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





#### **14. Tuberculosis Testing**

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

#### **15. Compliance with CSC Policies**

- 15.1 The Contractor agrees that its officers, servants, agents and subcontractors will comply with all regulations and policies in force at the site where the work covered by this contract is to be performed.
- 15.2 Unless otherwise provided in the contract, the Contractor shall obtain all permits and hold all certificates and licenses required for the performance of the Work.
- 15.3 Details on existing CSC policies can be found at: [www.csc-scc.gc.ca](http://www.csc-scc.gc.ca) or any other CSC web page designated for such purpose.

#### **16. Health and Labour Conditions**

- 16.1 In this section, "Public Entity" means the municipal, provincial or federal government body authorized to enforce any laws concerning health and labour applicable to the performance of the Work or any part thereof.
- 16.2 The Contractor 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.
- 16.3 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.
- 16.4 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."

#### **17. 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@boa.opo.c.ca](mailto:boa.opo@boa.opo.c.ca).



## 18. 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.c.ca](mailto:boa.opo@boa.opo.c.ca).

## 19. Privacy

19.1 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.

19.2 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.

## 20. Proactive Disclosure of Contracts with Former Public Servants

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

**ANNEX A – Statement of Work**  
**Tupik Revisions – Inuit specific sex offender program**

The Correctional Service Canada has a requirement to make revisions to the Tupik Program to be consistent with sex offender program standards and guidelines. The work will involve the following:

**1.1 Background**

Tupiq is an Inuit-specific sex offender correctional program developed by the Correctional Service of Canada to address the programming needs of the Inuit sex offender population. The program was developed in January 2000 and was subsequently revised in March 2006. Tupiq is a culturally responsive program designed specifically for the Inuit offender population. Inuit culture and Inuktitut are incorporated into each component of the program in order to meet the cultural and linguistic needs of Inuit offenders. Tupiq is a high intensity intervention targeting Inuit sex offenders at a moderate to moderate-high risk to re-offend sexually. The program is delivered by two trained and certified Inuit correctional program facilitators aided by Inuit Elders. The program is 18 weeks in duration and is comprised of 129 sessions.

In June 2008, new implementation guidelines for sex offender programs were released. These new guidelines outlined changes to the implementation of the Correctional Service of Canada's sex offender programs. As a result of these changes, the Tupik program requires updating to be consistent with National Programs Standards and Guidelines as stipulated in Commissioner's Directives 726, 726-1, and 726-2.

**1.2 Objectives**

To bring the Tupiq program into alignment and to be consistent with the national correctional program standards and guidelines for sex offender programs within the Correctional Service of Canada, and to revise program content to be consistent with the Correctional Service of Canada's national sex offender programs. The Contractor will be required to produce a self-management module as well as a sexual self-regulation component in the program manual.

**1.3 Tasks and Deliverables**

**1.3.1 Phase 1**

**Task:** The Contractor must complete a thorough review of all program materials, applicable standards, and documentation necessary to complete the required revisions to the Tupiq program manual as follows:

- Tupiq Program Manual
- National Sex Offender Programs – Volume 1: Facilitators' Training and Resource Manual
- National Sex Offender Programs – Volume 2: Moderate Intensity
- Sexual Self-Regulation Intervention Guide
- National Referral Guidelines for Sex Offender Programs
- Implementation guidelines for sex offender programs
- Tupiq Program Review Report (August 2012)
- Commissioner's Directive 726 - Correctional Programs
- Commissioner's Directive 726-1 - National Standards for Correctional Programs
- Commissioner's Directive 726-2 - National Correctional Programs Referral Guidelines
- Commissioner's Directive 702 - Aboriginal Offenders



### **1.3.2 Phase 2**

**Task:** The Contractor must complete all revisions to the Tupiq program manual in the specific areas as requested. Specifically, this work will entail:

**Deliverable 1 –** Creation of a module in the manual for the self-management component of the Tupiq program.

**Due:** 25 days from the effective date of the Contract.

**Deliverable 2 –** Revision to the self-management component to be consistent with the National Sex Offender Program.

**Due:** 30 days from the effective date of the Contract.

**Deliverable 3 –** Creation of a sexual self-regulation component consistent with the National Sex Offender Programs.

**Due:** 35 days from the effective date of the Contract.

**Deliverable 4 –** Revision to the empathy element of the self-management component to include the skills covered in National Sex Offender Program.

**Due:** 40 days from effective date of the Contract.

### **1.3.3 Phase 3**

**Task:** The Contractor must make revisions to each of the four (4) deliverables from phase 2 following review and comment from the Project Authority.

**Deliverable 5 –** The Contractor will produce the revised Tupiq program manual complete with all required changes as specified.

**Due:** 46 days from effective date of the Contract.

### **1.4 Location of work**

- a. The Contractor must perform the work at the contractor's place of business.
- b. Travel
  - i. No travel is anticipated for performance of the work under this contract.

### **1.5 Language of Work**

The contractor must perform all work in English in which the contractor must deliver the services and deliverables.

### **1.6 Progress Reporting**

The Contractor must provide a progress report with each deliverable to the Project Authority in accordance with the due dates identified at 1.4.1, 1.4.2 and 1.4.3 above and as identified in the project schedule.

### **1.7 Meetings**

It is expected that there will be a minimum of two (2) formal meetings (via video or teleconference) including a kick-off meeting within one week after the Contract award date. It is expected that there will be continuous contact via telephone or e-mail throughout the duration of the project.



**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.

<b>Deliverables</b>	<b>Number of Days (A)</b>	<b>Per Diem Rate (B)</b>	<b>Total (C)=(A)X(B)</b>
<b>Phase 1</b>			
Review of Program material applicable standards and other elements specified in Annex A at 1.4.1.			
<b>Phase 2</b>			
1 <sup>st</sup> Deliverable – Creation of a module in the manual for the self-management component of the Tupiq program.			
2 <sup>nd</sup> Deliverable – Revisions to the self-management component to be consistent with the National Sex Offender Program.			
3 <sup>rd</sup> Deliverable – Creation of a sexual self-regulation component consistent with the National Sex Offender Programs.			
4 <sup>th</sup> Deliverable – Revisions to the empathy element of the self-management component to include the skills covered in National Sex Offender Program.			
<b>Phase 3</b>			
5 <sup>th</sup> Deliverable – The Contractor must make revisions to each of the four (4) deliverables from phase 2 following review and comment from the Project Authority. At completion, the Contractor will produce the revised Tupiq program manual complete with all required changes as specified.			
		<b>GRAND TOTAL:</b>	

**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 ***\$<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 "Evaluation Criteria"

### 1.0 Technical Evaluation:

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

- Mandatory Technical Criteria
- Rated Technical Criteria

LISTING EXPERIENCE WITHOUT PROVIDING ANY SUBSTANTIATING DATA TO SUPPORT WHERE AND HOW SUCH EXPERIENCE WAS OBTAINED WILL RESULT IN THE STATED EXPERIENCE NOT BEING CONSIDERED FOR EVALUATION PURPOSES.

1. All experience must be strictly work-related. Time spent during education and/or training will not be considered, unless otherwise indicated.
2. Experience must be demonstrated through a history of past projects, either completed or on-going.
3. 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 Email address if available
4. The following elements of the proposal will be evaluated in accordance with the identified evaluation criteria. It is imperative that the proposal addresses each of the criteria to demonstrate that the requirements are met.
5. **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.

Furthermore, 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.

**It is imperative that the proposal address each of these criteria to demonstrate that the requirements are met.**





**MANDATORY TECHNICAL CRITERIA**

#	Mandatory Technical Criteria	Bidder Response Description (Include location in bid)	Met/Not Met
M1	<p><b>Program Development</b> The proposed resource must have completed a minimum of two (2) offender rehabilitation program development (ORPD) projects* in the last 10 years preceding bid closing date.</p> <p>*Projects/employment must have a minimum duration of three (3) months in order to be considered.</p>		
M2	<p><b>Experience</b> The proposed resource must have professional experience working directly with each of the following population, for a minimum combined experience of three (3) years:</p> <ul style="list-style-type: none"> <li>i. Inuit populations;</li> <li>ii. Criminal populations; and</li> <li>ii. Sex Offenders populations.</li> </ul> <p>*Projects/employment must have a minimum duration of three (3) months in order to be considered.</p>		
M3	<p><b>Education</b> The proposed resource must hold as a minimum a university certificate from a recognized university*. A copy of the university certificate must be provided with the bid.</p> <p>* The list of recognized universities can be found under the Canadian Information Centre for International Credentials website: <a href="http://www.cicic.ca/2/home.canada">http://www.cicic.ca/2/home.canada</a></p>		

**POINT RATED TECHNICAL CRITERIA**

#	Point Rated Technical Criteria	Max Score	Bidder Response (Bidder to explain how points are obtained and reference location in bid)
R1	<p><b>Program Development</b> In the ten (10) years preceding bid closing date, the proposed resource</p>	3 points	



	<p>has acquired ORPD experience over and above the experience specified at M1.</p> <p>1 point for each project* in addition to the projects specified at M1 up to a maximum of 3 additional projects.</p> <p>*Projects/employment must have a minimum duration of three (3) months in order to be considered.</p>		
R2	<p><b>Experience</b> In the ten (10) years preceding bid closing date, the proposed resource has acquired experience over and above M2, working with the Inuit, criminal and sex offender populations.</p> <p>2 points for each year in addition to the years specified at M2 up to a maximum of 3 additional years.</p>	6 points	
R3	<p><b>Education</b> The proposed resource will be rated according to the highest level of education completed and for which a diploma was issued by a recognized university*.</p> <p>Bachelor's degree = 3 pt. Master's degree = 5 pts. Doctorate's degree = 7 pts.</p> <p>A copy of the diploma must be provided with the bid.</p> <p>* The list of recognized universities can be found under the Canadian Information Centre for International Credentials website: <a href="http://www.cicic.ca/2/home.canada">http://www.cicic.ca/2/home.canada</a></p>	7 points	
	Total # of points		
	Minimum Score Required: 8	/16	