



**RETURN BIDS TO :**

Bid Receiving :

Correctional Service of Canada  
Material Resources Division  
250 Montée St-François  
Laval (Quebec) H7C 1S5  
Telephone: 450-661-9550 ext. 3209 or 3214

**FAX :**

450-664-6615 – Bids Office

**REQUEST FOR PROPOSAL**

This solicitation is not a public opening.

**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.

**Comments :**

« THIS DOCUMENT CONTAINS A SECURITY  
REQUIREMENT »

**Vendor/Firm Name and Address :**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone N° :

\_\_\_\_\_

Fax N° :

\_\_\_\_\_

Email : \_\_\_\_\_

GST N° or SIN or Procurement Business N°(PBN) :

\_\_\_\_\_

<b>Title :</b> Support and assistance for women under judicial control	
<b>Solicitation N° :</b> 21301-15-2008196	<b>Date :</b> March 13 <sup>rd</sup> , 2014
<b>Client Reference N° :</b>	
<b>GETS Reference N° :</b>	
<b>Solicitation Closes :</b> <b>at :</b> 2:00 p.m. EDT <b>on :</b> March 28 <sup>th</sup> , 2014	
<b>F.O.B. :</b> Plant:                      Destination:                      Other :	
<b>Address Enquiries to :</b>  Manon Paulin Contracting and Procurement Regional Officer <a href="mailto:Manon.Paulin@csc-scc.gc.ca">Manon.Paulin@csc-scc.gc.ca</a>	
<b>Telephone N° :</b> 450-661-9550, Ext.: 3912	<b>Fax N° :</b> 450-664-6626
<b>Destination of Goods, Services and Construction:</b>	
<b>Instructions:</b> See Herein	
<b>Delivery Required:</b> See herein	<b>Delivery Offered:</b> See herein
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b>	
_____	
<b>Name</b>	<b>Title</b>
_____	
<b>Signature</b>	<b>Date</b>
(Sign and return cover page with bid proposal /	
Submitting a bid and being awarded the contract means that the Contractor has read all the instructions and conditions and that it agrees, <b>by duly signing above (mandatory)</b> , to comply with same.	



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In this document, the masculine to designate people has no other purpose than to lighten the text.

## **PART 1 - GENERAL INFORMATION**

### **1. Security Requirement**

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

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

See 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).

### **6. Set-aside for Comprehensive Land Claims Agreement(s) Beneficiaries**

This procurement is set aside from the international trade agreements under the provision each has for set-asides for small and minority businesses.

### **7. Set-aside under the Federal Government's Procurement Strategy for Aboriginal Business (PSAB)**

This procurement is set aside from the international trade agreements under the provision each has for set-asides for small and minority businesses.



## **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) (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 SACC Manual clause 2003 (2014-03-014) 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.**

### **2. Submission of Bids**

**Subsection 5.2 d. of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:**

**REMOVE:** send its bid only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified on page 1 of the bid solicitation or to the address specified in the bid solicitation. The facsimile number and related instructions for bids transmitted by facsimile are provided on page 1;

**INSERT:** send its bid only to Correctional Service of Canada (CSC) Bids Office specified on page 1 of the bid solicitation or to the address specified in the bid solicitation. The facsimile number and related instructions for bids transmitted by facsimile are provided on page 1.

Bids must be submitted only to 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 Quebec.



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: **two (2) 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.**

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 - 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 – Basis of Payment for the Pricing Schedule format.

### 4. Section III: Certifications

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



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

### **1. Evaluation Procedures**

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

#### **1.1 Technical Evaluation**

##### **1.1.1 Mandatory Technical Criteria**

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

#### **1.2 Financial Evaluation**

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

**Note to Bidders:** Table Totals will be calculated using the formula that follows the corresponding table in **Annex B – Basis of Payment**.

#### **Pricing Review**

Bidders are advised that a review of the proposed pricing may be required by Canada. Detailed supporting data may be requested by Canada to verify the proposed rates and other charges.

In the event of an error in extension or addition of prices, the unit price will prevail.

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

SACC Manual clause A0031T (2010-08-16) Basis of Selection - Mandatory Technical Criteria

The contract will be awarded to the responsive bid with the total bid price will be the lowest. Please note that for the purposes of evaluation, the total bid price will be calculated by adding the fixed hourly rates for the duration of the contract and option years. In case of a tie at the lowest total price between bidders, the contract will be awarded to the tenderer with the most experience in Canada (curriculum vitae).

### **3. Security Requirement**

3.1 Before award of a contract, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in **Part 6 - Resulting Contract Clauses**;

3.2 Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

3.3 For additional information on security requirements, bidders should consult the "[Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders](http://www.tpsgc-)" (<http://www.tpsgc->





[pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31](http://pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31)) document on the Departmental Standard Procurement Documents Website.

#### **4. Insurance Requirement**

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in clause 11 of Part 6, Resulting Contract Clauses.

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



## PART 5 - CERTIFICATIONS

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 Required with the Bid

Bidders must submit the following duly completed certifications with their bid.

#### 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Human Resources and Skills Development Canada \(HRSDC\) - Labour's](#) website.

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

#### 1.2 Former Public Servant Certification

Contracts 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 Set-aside for Aboriginal Business**

Not applicable.

### **1.5 Language Requirements**



The contractor must perform all work in the official language of the inmate (French or English), both oral and written. Reports / documents / billing demand must be delivered to the Project Authority in French only. Exchanges with the Project Authority must be made in French only.

## **1.6 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 for Canadian Supplier

- 1.1 The Contractor must, at all times during the performance of the Contract, hold a valid **Designated Organization Screening** (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 1.2 The Contractor personnel requiring access to **PROTECTED** information, assets or sensitive work site(s) must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
- 1.3 The Contractor **MUST NOT** remove any **PROTECTED** information or assets from the identified work sites, and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- 1.4 Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
- 1.5 The Contractor must comply with the provisions of the:
  - (a) Security Requirements Check List and security guide (if applicable), attached at Annex c;
  - (b) Industrial Security Manual (Latest Edition).

### 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 CSC, any reference to 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

SACC Manual clause 2010B (2014-03-01), 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

SACC Manual clause 4008 (2008-12-12) Personal 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 January 31<sup>st</sup>, 2016 inclusive.



#### 4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to **three (3) additional year periods** under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least **five (5)** calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

### 5. Authorities

#### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Manon Paulin  
Title: Contracting and Procurement Regional Officer  
Correctional Service Canada  
Branch/Directorate: Material Resources Division  
Telephone: 450-661-9550, Ext. 3912  
E-mail address: Manon.Paulin@csc-scc.gc.ca

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

#### 5.2 Project Authority

The Project Authority for the Contract is:

Name: Yves Bernard  
Title: Regional advisor, Evaluation and Intervention  
Correctional Service Canada  
Branch/Directorate: Regional administration (Quebec), Evaluation and Intervention  
Telephone: 450-967-3483  
Facsimile: 450-967-3463  
E-mail address: Yves.Bernard@csc-scc.gc.ca

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

[Fill in at contract award only.]

#### 5.3 Contractor's Representative

The Authorized Contractor's Representative is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_



Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

## 6. Payment

### 6.1 Basis of Payment

SACC Manual clause C0214C (2013-04-25) Basis of Payment - Firm Hourly Rates

The rate quoted in appendice B includes all that is necessary to carry out the work in accordance with the expected services. This includes: the costs and administrative expenses, profit, transportation labor, and / or any other expenses necessary for the provision of services.

### 6.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16), Limitation of Price.

### 6.3 Manual Clauses

SACC Manual clause A9117C (2007-11-30), T1204 - Direct Request by Customer Department

SACC Manual clause C0710C (2007-11-30), Time and Contract Price Verification

SACC Manual clause C0705C (2010-01-11), Discretionary Audit

### 6.4 Monthly Payment

SACC Manual clause H1008C (2008-05-12), Monthly Payment

### 6.5 Travel and Living Expenses

SACC Manual clause C4005C (2012-07-16) - Travel and Living Expenses

When applicable, the Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the "input-required" Project Authority. All payments are subject to government audit.

## 7. Invoicing Instructions

The billing will be made on a monthly basis and will be sent to Project Manager for payment. There shall be attached the list mentioned in the preceding paragraph, including the information specified.

## 8. Certifications

### 8.1 Certification of Compliance

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



## 9. Applicable Laws

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

## 10. Priority of Documents

If there is a discrepancy between the wordings 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) SACC Manual clause 2010B (2014-03-01), General Conditions - Professional Services (Medium Complexity);
- (c) SACC Manual clause 4008 (2008-12-12) Personal Information, apply to and form part of the Contract;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List

## 11. Insurance Requirements

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

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

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

11.1 SACC Manual clause G2001C, (2008-05-12) – Insurance Commercial General Liability 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. Privacy

18.1 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.

18.2 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.

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

SACC Manual clause A3025C, (2013-03-21), 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.

## 20. Replacement of Specific Individuals

SACC Manual clause A7017C (2008-05-12), Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - a. the name, qualifications and experience of the proposed replacement; and
  - b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

## 21. Government Site Regulations



SACC Manual clause A9068C (2010-01-11), Government Site Regulations

The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed



## ANNEX A – STATEMENT OF WORK

The following comprises the work that is to be done.

### 1.1 Background

As part of the Department of Public Safety, the Correctional Service of Canada (CSC) is the federal government agency responsible for administering sentences of two years or more as determined by the courts. The CSC manages institutions of different security levels, and supervises individuals sentenced under a federal warrant of committal and who are under community supervision.

The CSC focuses on strategic priorities in order to manage an offender population whose profile has changed and contribute to public safety. More precisely, the safe management and transition of eligible offenders in the community, the security of personnel and inmates in our institutions and in the community, productive relationships with increasingly diverse partners, stakeholders and other interested parties that contribute to public safety, are all vital elements of the process of reintegrating offenders in the community as law-abiding citizens.

The transition of women offenders to the community involves more specific needs given the particular nature of the clientele. As set out in the *Revised National Community Strategy for Women Offenders* (March 2010) <http://www.csc-scc.gc.ca/text/prgrm/fsw/wos22/wos22-eng.pdf> adapted programs must be implemented and partnerships created to meet these needs (employment, family support and individualized interventions).

Our organization's work therefore has to incorporate tangible community participation via community organizations and partners concerned about public safety. This service contract is intended to allow women offenders in custody in institutions and in the community to maintain close, regular relationships with representatives of their community with a view to the offenders' progressive, safe transition to the community.

### 1.2 Objectives

Enable women in federal custody to maintain significant and positive relationships with the community in general and with their children. Via this contract a structure shall be put in place to reply to the needs of women in the process of community reintegration, more specifically relating to support and assistance for a successful return to the community so that the women may properly assume their parenthood situation. The main activities will occur in the institutions and in the community with the targeted women. The purpose of the activities shall be to have the women acquire tools to develop and maintain proper functioning in the community, improve their social skills, promote developing their parenting skills and ultimately improve their autonomy.

### 1.3 Tasks

The Contractor undertakes to provide the following services:

– Individual orientation sessions to meet women offenders' specific needs (in the institution and/or community) in preparation for their return (or during their return) to the community, especially with respect to the following:

- Coaching on administrative procedures (help in resolving court cases, child custody, welfare and/or health insurance and/or social insurance requests);
- Help with food service resources;
- Help with resources providing personal and family financial assistance;
- Job search assistance; and
- Assistance in finding lodgings.



- Individual counselling sessions to help offenders with their communication, personal behaviour and parenting skills.
- Telephone help and support service for the target clientele.
- A location (drop-in centre, service location or other sites) where the clientele can go to access the services listed above.
- Visits to Joliette Institution—at least quarterly or more depending on needs—to familiarize women offenders with the services the organization offers as part of this contract and to encourage them to proactively prepare for reintegrating in the community.

CSC may make changes and modifications to the preceding tasks based on needs not foreseen in this contract, bearing in mind the obvious necessity of the needs that arise.

The Contractor undertakes to recruit volunteers to perform the work. The volunteer personnel proposed (at least two volunteers) for working with the offenders must have undergone CSC certified training in volunteer coaching. The personnel must display a special interest in working with and providing support to women offenders or women who have had problems with the justice system. The Contractor shall submit the list of volunteers recruited to carry out the activities with the offenders. Note that it is not necessary for the volunteers to be trained at the time the submission is made. If awarded the contract, the Contractor undertakes to give the CSC-certified training within thirty (30) days of the signing of the contract; the volunteer personnel must have been trained before work commences. The Contractor shall ensure that the training given enables the volunteers to interact with the offenders and their family members appropriately, responsibly, safely and in accordance with CSC directives currently in force.

The Contractor shall include with the monthly invoice a detailed report on the activities undertaken with the clientele served (at Joliette Institution and in the community).

### **Program development**

The Contractor must have significant experience (a minimum of five (5) years) in the field of assisting and supporting a female and/or male clientele experiencing or having experienced difficulty with the courts and with adapting socially. The Contractor shall also have to prove the ability to work in the correctional or community environment (for example, providing assistance and support in a restricted and monitored environment) with a clientele having or having had criminal justice problems. The Contractor shall have to prove, in the form of a presentation letter, that these requirements are met at the time of submitting the bid.

The activities planned by the Contractor will have to enable accomplishment of the tasks listed in the previous section; nevertheless they must correspond to the following terms of reference:

1. The service location shall meet the following criteria:
  - Be located on the Island of Montreal and be easily accessible via public transportation (metro and bus);
  - Receive and counsel the clientele at the location at least four (4) day a week (Monday to Sunday);
  - Provide at least thirty-two (32) hours of accessible service at the location during, at a minimum, four (4) days a week (Monday to Sunday) for women offenders and/or their children and/or their family members;
  - Ensure the presence of at least one caseworker (a trained volunteer and/or qualified employee) during operating hours at the service location.
2. Sessions undertaken with the clientele to provide assistance and support shall enable the women offenders to acquire and improve the following abilities:



- Communication skills: improve the ability to send a verbal or non-verbal message constructively and effectively, encourage a response from the other person, and, depending on the latter, modify how the message is conveyed.
  - Autonomy: acquire the tools to enable making one's own choices and decisions, take responsibility for one's actions with a view to managing one's life in a healthy manner.
  - Problem-solving ability: acquire the means to recognize, objectively analyze and find a solution to a problem situation, and implement the action(s) to resolve it.
  - Parenting ability/skills: especially meet the needs of the woman offender's child, provide proper answers and sufficient emotional commitment to the child, carry out one's parental role appropriately and meet the child's intellectual and educational needs.
3. One meeting session only may not necessarily satisfy all the above-mentioned requirements; nevertheless the Contractor undertakes to maintain an up-to-date registry with the following information:
- ✓ First name and family name of the individuals who received counseling/support/assistance services;
  - ✓ Date of the activity;
  - ✓ Kind of activity (done by telephone or in person); and
  - ✓ The skills worked on during the activity.
4. The Contractor shall provide this up-to-date registry to CSC upon request. There must be at least fifteen (15) calendar days between CSC's consultation request and consultation of the Contractor's registry.

#### 1.4 Deliverables

Each month the Contractor shall provide CSC the centre's opening hours schedule, the number of interventions with the clientele, the number of visits by women offenders and/or their family members that month, and the number of women offenders under a federal warrant.

#### Planned meetings

Regular communication between the project manager and the Contractor is expected in order to guarantee mutual agreement and appropriate project progress.

The project manager reserves the right to call meetings as needed, based on how the project is progressing.

The Contractor must immediately inform the project manager, by telephone or email, of any problem arising during the activities that could affect their progress.

#### 1.5 Work site

- a) Activities shall be held with and services provided to women under a federal warrant of committal or who have had problems with the justice system. The Contractor shall perform the work at Joliette Institution and/or in the community of the Island of Montreal using qualified personnel and/or volunteers trained to meet the contract requirements.
- b) Travel

The Contractor must go to the following locations to perform the work set out in the contract:

- ✓ Joliette Institution  
400 Marsolais Street  
Joliette, Quebec J6E 8V4
- ✓ In the community on the Island of Montreal



## ANNEX B – 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 hourly rates all inclusive below in the performance of this Contract, HST or GST extra.

**Table 1**  
**TWO (2) FIRM YEARS – From April 1<sup>st</sup>, 2014 to March 31<sup>st</sup>, 2016**

Description	Estimated hours (24 month)	Distribution Unit	Rate	Total Price
• Drop-in center opening time base price (32 hours / week X 104 weeks)	3 328	Hours	_____ \$/ hour	_____ \$
• Caseworker (volunteer/staff member) interaction price based on 60 30-minute interactions monthly with the clientele (60 interactions X 24 months / 2 years)	720	Hours	_____ \$/ hour	_____ \$
• 10-minute price for recording interactions with the clientele in the registry (including registry management) (60 interactions X 24 months)	240	Hours	_____ \$/ hour	_____ \$
<b>Table 1 – Total estimated price –TWO (2) FIRM YEARS</b>				_____ \$

### 2.0 Options to Extend the Contract Period:

Subject to the exercise of the option to extend the Contract period in accordance with Article 4.2 of the original contract, Options to Extend Contract, the Contractor will be paid hourly rates all inclusive, in accordance with the following table, GST or HST extra, to complete all Work and services required to be performed in relation to the Contract extension.

The Contractor must advise the Project Authority when 75% of the Contract's financial limitation is reached. This financial information can also be requested by the project Authority on an as-requested basis.

**Table 2**  
**OPTION 1 – From April 1<sup>st</sup>, 2016 to March 31<sup>st</sup>, 2017**

Description	Estimated hours (12 month)	Distribution Unit	Rate	Total Price
• Drop-in center opening time base price (32 hours / week X 52 weeks)	1 664	Hour	_____ \$/ hour	_____ \$
• Caseworker (volunteer/staff member) interaction price based on 60 30-minute interactions monthly with the clientele (60 interactions X 12 months)	360	Hour	_____ \$/ hour	_____ \$
• 10-minute price for recording interactions with the clientele in the registry (including the management of the registry) (60 interactions X 12 months)	120	Hour	_____ \$/ hour	_____ \$



<b>Table 2 – Total estimated price – OPTION 1</b>	_____ \$
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**Table 3**  
**OPTION 2 – From April 1<sup>st</sup>, 2017 to March 31<sup>st</sup>, 2018**

Description	Estimated hours (12 month)	Distribution Unit	Rate	Total Price
• Drop-in center opening time base price (32 hours / week X 52 weeks)	1 664	Hour	_____ \$/ hour	_____ \$
• Caseworker (volunteer/staff member) interaction price based on 60 30-minute interactions monthly with the clientele (60 interactions X 12 months)	360	Hour	_____ \$/ hour	_____ \$
• 10-minute price for recording interactions with the clientele in the registry (including the management of the registry) (60 interactions X 12 months)	120	Hour	_____ \$/ hour	_____ \$
<b>Table 3 – Total estimated price – OPTION 2</b>				_____ \$

**Table 4**  
**OPTION 3 – From April 1<sup>st</sup>, 2018 to March 31<sup>st</sup>, 2019**

Description	Estimated hours (12 month)	Distribution Unit	Rate	Total Price
• Drop-in center opening time base price (32 hours / week X 52 weeks)	1 664	Hour	_____ \$/ hour	_____ \$
• Caseworker (volunteer/staff member) interaction price based on 60 30-minute interactions monthly with the clientele (60 interactions X 12 months)	360	Hour	_____ \$/ hour	_____ \$
• 10-minute price for recording interactions with the clientele in the registry (including the management of the registry) (60 interactions X 12 months)	120	Hour	_____ \$/ hour	_____ \$
<b>Table 4 – Total estimated price – OPTION 3</b>				_____ \$
<b>GRAND TOTAL – Tables 1, 2, 3 and 4</b>				_____ \$

**3.0 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.





**ANNEX C – SECURITY REQUIREMENT CHECK LIST (SRCL)**

See attached document.



## ANNEX D – EVALUATION CRITERIA

### 1.0 Technical Evaluation:

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

- Mandatory 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.

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



### MANDATORY TECHNICAL CRITERIA

N°	Mandatory criteria	Bidder's Description (include a cross reference to the bid)	Satisfactory (yes/no)
O1	The Contractor must guarantee verbal service in the offender's official language (French or English), and verbal and written service in French to the project manager project <b>(show proof when submitting the bid).</b>		
O2	The person proposed by the Contractor to coordinate activities with the offenders must have a recognized Canadian university degree in Psychology / Criminology / Social Sciences / Helping Relationships. The person must have one (1) year's experience in delivering services to women offenders or women who have or have had difficulties with the justice system <b>(show proof in the résumé or by including a copy of the degree when submitting the bid).</b>		
O3	The Contractor must have at least <b>five (5) years'</b> experience working in the women's penitentiary environment or in community with women with judicial records <b>(show proof in the presentation letter and when submitting the bid).</b>		
O4	The firm must have two (2) million dollars of third-party liability insurance <b>(show proof upon contract award).</b>		