## **RETURN BIDS TO:**

RETOURNER LES SOUMISSIONS À :

Bid Receiving - Réception des soumissions:

Mailroom Correctional Service of Canada Ontario Regional Headquarters 443 Union Street Kingston, Ontario K7L 2R8

## 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

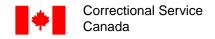
Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens, services et construction énumérés ici sur toute feuille ciannexée, au(x) prix indiqué(s).

#### **Comments** — **Commentaires**:

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

Vendor/Firm Name and Address — Raison sociale et adresse du fournisseur/de l'entrepreneur :		
	_	
	_	
Telephone # — Nº de Téléphone :	_	
Fax # — No de télécopieur :		
Email / Courriel :	_	
GST # or SIN or Business # — N° de TPS ou NAS ou N° d'entreprise :		

Title — Sujet:		
Urinalysis Collection Services	ln (	
Solicitation No. — N°. de l'invitation		
21470-15-17-2076825	2014-12-15	
Client Reference No. — Nº. de Réfé		
GETS Reference No. — Nº. de Réfé		
Solicitation Closes — L'invitation p	rend fin	
at /à : 1400 hrs. EDT / 14h00 HNE		
on / le : 05 January 2015 / 05 Janvie	er 2015	
F.O.B. — F.A.B. Destination		
Address Enquiries to — Soumettre	toutes questions à:	
Geoff Hinch		
Correctional Service Canada		
Service correctionnel du Canada	a	
Ontario Region  Region de l'On	tario	
443 Union Street   443 rue Union	1	
Kingston, Ontario		
K7L 2R8		
E-mail: <u>hinchga2@csc-scc.g</u>	<u>c.ca</u>	
	Fax No. – Nº de télécopieur: 613-536-4571	
Destination of Goods, Services and Cons		
Destination des biens, services et constru		
Kingston Area Parole		
552 Princess Street,		
Suite 200-2 <sup>nd</sup> floor		
Kingston, Ontario		
K7L 1C7 Instructions: See Herein		
Instructions: See Herein Instructions: Voir aux présentes		
Delivery Required — Livraison exigée :		
See herein	proposée : Voir aux présentes	
Name and title of person authorized to s	~	
Nom et titre du signataire autorisé du fo	urnisseur/de l'entrepreneur	
Name / Nom	Title / Titre	
Signature	Date	
-		
(Sign and return cover page with bid proposal /		
Signer et retourner la page de couverture avec la proposition)		



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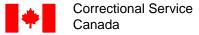
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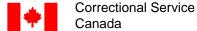


## **List of Annexes:**

Annex A – Statement of Work

Annex B – Proposed Basis of Payment Annex C – Security Requirements Checklist

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#### **PART 1 - GENERAL INFORMATION**

## 1. Security Requirement

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

#### 2. Statement of Work

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

### 3. Revision of Departmental Name

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

## 4. Debriefings

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 <a href="mailto:boa-opo@boa.opo.gc.ca">boa-opo@boa.opo.gc.ca</a>. You can also obtain more information on the OPO services available to you at their website at <a href="https://www.opo-boa.gc.ca">www.opo-boa.gc.ca</a>.

#### **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:

<a href="https://buyandsell.gc.ca/policy-and-quidelines/standard-acquisition-clauses-and-conditions-manual">https://buyandsell.gc.ca/policy-and-quidelines/standard-acquisition-clauses-and-conditions-manual</a>

Manual issued by Public Works and Government Services Canada.

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

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

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

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

Delete: sixty (60) days Insert: 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

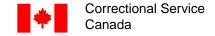
All enquiries must be submitted in writing to the Contracting Authority no later than five (5) business days before the bid closing date. Enquiries received after that time may not be answered.

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 the Province of Ontario and relations between the parties determined by these laws.

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 <a href="Policy on Green">Policy on Green</a>
<a href="Procurement">Procurement</a> (http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html). To assist Canada in reaching its objectives, bidders are encouraged to:

- use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 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

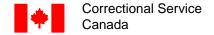
In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

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.



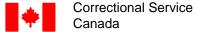
## 3.1 Exchange Rate Fluctuation

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

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

## 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 nonresponsive and will be given no further consideration.

#### 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.

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

#### 2. **Basis of Selection – Mandatory Technical Criteria**

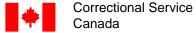
SACC Manual Clause A0031T (2010-08-16) Basis of Selection - Mandatory Technical Criteria

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

### **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 a indicated in Part 6-Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 6-Resulting Contract Clauses:
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

- 3.2 Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- 3.3 For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations-Instructions for Bidders" (<a href="http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl-eng.html#a31">http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl-eng.html#a31</a>) document on the Departmental Standard Procurement Documents Website.



#### **PART 5 - CERTIFICATIONS**

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

Compliance with the certifications bidders 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" list (<a href="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</a>) 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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, 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 (	) <b>NO</b> (	)

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

#### Certification:

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



#### **PART 6 - RESULTING CONTRACT CLAUSES**

## 1. Security Requirement

The Contractor/Offeror must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), Document Safeguarding at the level of PROTECTED B, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.

The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

Processing of PROTECTED materiel electronically at the Contractor/Offeror's site is NOT permitted under this Contract/Standing Offer.

Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

The Contractor/Offeror must comply with the provisions of the:

- a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
- b) Industrial Security Manual (Latest Edition).

#### 2. Statement of Work

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

## 3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions:

https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual

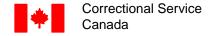
Manual issued by Public Works and Government Services Canada.

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 (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 Integrity Provisions – Contract, will form part of the Contract.



#### 4. Term of Contract

#### 4.1 Period of the Contract

The period of the Contract is from March 1st, 2015 to February 29th 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 two (2) additional one 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 15 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: Geoff Hinch

Title: Regional Procurement & Contracting Officer

Correctional Service Canada Telephone: (613) 530-3167 Facsimile: (613) 536-4571

E-mail address: hinchga2@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:

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 Repre	esentative is:	
Name: Title: Company: Address:		
	- <del>-</del> - <del></del>	
6. Payment		
6.1 Basis of Payment		
	costs reasonably and properly incurred in the performance of the e with the Basis of Payment in Annex B.	
Travel and Administration Expe	nses	
SACC Manual Clause C4005C (2	012-07-16) Travel and Living Expenses	
properly incurred in the performan- administrative overhead, in accord Appendices B, C and D of the Nati	its authorized travel and court hearing appearances reasonably and ce of the Work, at cost, without any allowance for profit and/or ance with the meal, private vehicle and incidental expenses provided in onal Joint Council Travel Directive and with the other provisions of the other than those referring to "employees".	
All travel must have the prior author	prization of the Project Authority.	
All payments are subject to govern	nment audit.	
Total Estimated Cost: \$	, Applicable Taxes extra.	
6.2 Limitation of Expenditure		
Canada's total liability to the Contractor under the contract must not exceed \$ Custom duties are excluded and Applicable Taxes are extra.		

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

a) when it is 75 percent committed, or

- b) four (4) months before the contract expiry date, or
- c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work.

whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### 6.3 SACC Manual Clauses

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

#### 6.4 Method of Payment

SACC Manual clause H1008C (2008-05-12)-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.

## 7. Invoicing Instructions

- 7.1 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.
- 7.2 Invoices must be distributed as follows: The original invoice must be forwarded to the Project Authority as identified within the Contract.

#### 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 the Province of Ontario.

## 10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the General Conditions 2010B (2014-03-01) General Conditions Professional Services (Medium Complexity)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_ (to be inserted at contract award).

#### 11. Insurance

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

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

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

### 12. 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 Applicable Laws

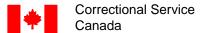
- 15.1 The Contractor agrees that its officers, servants, agents and subcontractors will comply with all regulations and policies in force at the site where the work covered by this contract is to be performed.
- 15.2 Unless otherwise provided in the contract, the Contractor shall obtain all permits and hold all certificates and licenses required for the performance of the Work.
- 15.3 Details on existing CSC policies can be found at: <a href="www.csc-scc.gc.ca">www.csc-scc.gc.ca</a> 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. Privacy

- 17.1 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.
- 17.2 All such personal information is the property of Canada, and the Contractor shall have no right in or to that information. The Contractor shall deliver to Canada all such personal information in whatever form, including all copies, drafts, working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to this Contract, upon the completion or termination of the Contract, or at such earlier time as the Minister may request. Upon delivery of the personal information to Canada, the Contractor shall have no right to retain that information in any form and shall ensure that no record of the personal information remains in the Contractor's possession.



## ANNEX A – Statement of Work

## **Urinalysis Collection Program**

## 1 Background

Consistent with the Mission Statement and Strategic Objectives of the Correctional Service of Canada (CSC), a Urinalysis Collection Program is required for the Kingston Area Parole Region.

#### 2 Location of Work

The geographical area for Kingston Area Parole includes Leeds & Grenville County east to municipality of Maitland, north to municipality of Smith Falls and west including municipality of Westport-Counties of Frontenac, Lennox & Addington and Prince Edward in their entirety-South part of County of Hastings along Hwy#401 to municipality of Carrying Place and includes Kingston, Belleville, Brockville and Trenton. The program must be in compliance with the Corrections and Conditional Release Act, Corrections and Conditional Release Regulations, and Guidelines and Policy under the Act.

## 3 Objective

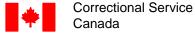
The Contractor is to provide Urinalysis Collection and the Department shall:

- 3.1.1 Ensure that the contractor is provided with all necessary documentation including Regulations, Directives, and Guidelines for compliance to be maintained.
- 3.1.2 Facilitate the process of securing Reliability Status clearance for persons providing the services.
- 3.1.3 The Urinalysis Program Coordinator will provide a complete CSC Urinalysis Collectors Training Program (at the contractor's expense) prior to the collector commencing any urine collection services. The training will include safety procedures about reporting to the CSC supervising parole office regarding negative offender behaviour, and, the National Monitoring Centre protocol. The training will be held at a CSC Parole Office located closest to the contract award site. The training is up to three hours in length.
- 3.1.4 Provide procedural instruction in the surveillance, procurement and shipment of samples.
- 3.1.5 Refer offenders for urinalysis testing.
- 3.1.6 Establish procedure for shipment of samples to the CSC specified laboratory for testing.
- 3.1.7 Provide the required paper work, sample containers, courier bags, courier bills of lading, cooler to store the collections and appropriate security storage container for paper work/referrals.
- 3.1.8 The Correctional Service of Canada will provide 24 hour notice for cancellation of collections with no charge. Any cancellations received within the 24 hour timeframe are subject to a minimum remuneration. Telephone notification or telephone message to the receiving unit, of notification of cancellation will constitute compliance with this requirement.
- 3.1.9 Where all the cases assessed by CSC that meet the tandem supervision policy must be seen by two individuals for any offender contacts in the community including the offender's residence.

If a case has been identified as requiring tandem supervision, it is CSC's responsibility to identify an appropriate tandem partner for the contractor when a urine sample is being collected in the offender's private residence or isolated community location.

A tandem partner refers to the second individual authorized by policy or the District Director to complete tandem supervision. Authorized individuals include: any CSC staff member, Peace Officers (including Police Officers and Provincial Probation/Parole Officers, Community Assessment and Parole Supervision (CAPS contractors) in remote/isolated areas, and individuals authorized by the District Director by name who meet the following minimum standards: enhanced reliability security clearance; and have been briefed on the offender's criminal history and case dynamics as they relate to staff safety risk factors.

- 3.2 The contractor shall:
- 3.2.1 Upon referral from Correctional Service Canada, collect urine samples from federally released offenders. Collections may occur in the Parole Offices, a reporting centre, the offender's private residence, in a Community Residential Facility or in an area designated by Correctional Service Canada.
  - 3.2.2 The collector must be of the same gender as the offender providing the sample.
  - 3.2.3 Ensure the integrity of the sample by confirming required security seals are in place on the container, signatures have been obtained on the container and prepare the container for shipment to the specified laboratory for testing.
  - 3.2.4 Ship the samples with a bill of lading to the approved laboratory for testing.
  - 3.2.5 Ensure samples will be collected in compliance with Section 66(1) of the CCRA regulations, and CD 566/566-11; or, updated policy with the maintenance of privacy, confidentiality and non-disclosure as to the identity of the donor. Cost of the protective gloves is at the responsibility of the contractor (collector).
  - 3.2.6 Present the offender with Form 1064-1(Community Notification to Provide a Urine Sample) prior to each test and obtain a signature, complete the Chain of Custody Form and distribute copies of the form as indicated.
  - 3.2.7 Complete the urinalysis log sheets monthly and/or a detailed invoice and forward to the respective office responsible for the supervision of the offender.
  - 3.2.8 Attend the court hearings, meetings with auditors or meet with Correctional Service of Canada (CSC) managers as required.
  - 3.2.9 The collector must complete the CSC Urinalysis Collectors Training Program (at the contractor's expense) prior to commencing services.
  - 3.2.10 Ensure all cases assessed by CSC to meet the tandem supervision policy will require tandem partner accompaniment whenever a urine sample is collected in the offender's private residence or isolated community location (CD 715).
  - 3.2.11 The CSC supervising parole office must be immediately notified, in the event of an offender's refusal or inability to provide a sample, and or, any suspicious behaviour is noted. If this occurs outside the established working schedule, the National Monitoring Centre protocol will be followed.
  - 3.2.12 The contractor will be responsible for personal liability coverage at their discretion.
  - 3.2.13 Normally, collections will occur during regular working hours, Monday to Friday, between 0700 hours and 1800 hours.



- 3.2.14 There may be a requirement to collect, from time to time, on weekends and after normal working hours. There may be a requirement to collect on an emergency basis, in which a 3 to 4 hour response time will be required.
- 3.2.15 The contractor will normally provide non-scheduled collection upon 24 hours notice.
- 3.2.16 The collector will provide at least 24 hours notice where possible for cancellation of collections. This notice will be provided to the Area Director of Office Urinalysis Co-Coordinator.
- The contractor will provide a back-up for urinalysis collection, in case of illness, vacation, leave or the inability to provide urinalysis collection, services for a given period. The subcontractor will have to be approved by the Department Representative/Project Authority and have completed the CSC Urinalysis Collectors Training Program (at the subcontractor's expense) prior to the collector commencing any urine collection services.

#### 3.3 **Evaluation**

The Departmental Representative/ Project Authority, acting on behalf of the Minister, shall complete a Standard Evaluation Form during the contract period. A copy will be sent to the Contracting Authority.

#### **Constraints** 4

- 4.1 The Contractor will be entering a Security environment and will be subject to operational security requirements. As there is no access to sensitive information or assets there is no requirement for a personnel Reliability clearance.
- 4.2 Contractor personnel will be escorted in specific areas of the institution as and where required by Correctional Service Canada personnel or those authorized by CSC on its behalf. CSC has developed very stringent internal policies to ensure that the security of institutional operations is not compromised.
- 4.3 Contractor personnel shall submit to local verification of identify/information through an authorized use of the Canadian Police Information Centre (CPIC) and must adhere to institutional requirements for the conduct of searches by Correctional Service Canada, prior to admittance to the requisite institution.
- 4.4 Correctional Service Canada reserves the right to deny access to any institution of any Contractor personnel, at any time.
- 4.5 To ensure that all personnel observe all institutional rules and regulations while on the federal institutional premises.

#### 5 Scheduled Meeting

The contractor will meet on an "as and when" need basis upon request of either party. There will 5.1 be no travel reimbursement for these meetings.

#### 6 **Evaluation**

6.1 The Departmental Representative/Project Authority, acting on behalf of the Minister, shall complete a Standard Evaluation Form during the contract period. A copy will be sent to the Contracting Authority.

## **ANNEX B - Proposed Basis of Payment**

## **Basis of Payment**

basis.

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.

1.1.	Contract Period (From March 1, 2015 to February 29, 2016	
1.2.	Payment of a sum not to exceed \$for fees, travel and court hearings, will be made payable upon successful completion of deliverables outlined in the Scope of Work and subject to receipt of invoices certified by the Departmental Representative/ Project Authority(Area Director, Kingston Area Parole Office) or designated alternate, with appropriate delegated signing authority.	
1.3.	Payment of \$ per individual sample collected x 456 (approx samples per year) for a sum not to exceed \$ for fees.	
1.4.	Or;	
1.5.	Payment of \$per group collections; or \$per hour whichever is the lesser amount for a sum not to exceed \$ The hourly rate invoiced shall be prorated for the actual time spent collecting samples.	
1.6.	Payment of Current Treasury Board Travel Rates per kilometre for actual travel.	
1.7.	Payment of \$10.00 for each "no show" of offender scheduled collections.	
1.8.	Payment of Court cost will be reimbursed at \$25.00 per hour for actual court time, plus actual mileage at the identified rate per hour. This occurs rarely.	
1.9.	There shall be no charges when Correctional Service Canada provides at least 24 hours notice of cancellation of collections. This notice will normally be provided by the Area Director or Office Urinalysis Co-coordinator. Telephone notification or telephone message to the receiving unit, of notification of cancellation, will constitute compliance with this requirement.	
1.10.	When the Correctional Service Canada provides less than 24 hours notice of cancellation of collection, this shall be subject to a minimum charge of one-half the collection rate.	
Optior	ns to Extend the Contract Period:	
Subject to the exercise of the option to extend the Contract period in accordance with Article <a href="#">To Be Inserted at Contract Award</a> of the original contract, Options to Extend Contract, the Contractor will be paid the firm all inclusive Per Diem rate(s), 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

## 2.1 March 1 2016 to February 28th, 2017 (Option Period 1)

2.2	Payment of a sum not to exceed \$for fees, travel and court hearings, will be made payable upon successful completion of deliverables outlined in the Scope of Work and subject to receipt of invoices certified by the Departmental Representative/Project Authority(Area Director, Kingston Area Parole Office) or designated alternate, with appropriate delegated signing authority.
2.3	Payment of \$per individual sample collected
2.4	Or:
2.5	Payment of \$per group collection; or \$per hour whichever is the lesser amount for a sum not to exceed \$ The hourly rate invoiced shall be prorated for the actual time spent collecting samples.
2.6	Payment of Current Treasury Board Travel Rates per kilometre for actual travel.
2.7	Payment of \$10.00 for each "no show" of offender scheduled collections.
2.8	Payment of Court cost will be reimbursed at \$25.00 per hour for actual court time, plus actual mileage at the identified rate per hour. This occurs rarely.
2.8	There shall be no charges when Correctional Service Canada provides at least 24 hours notice of cancellation of collections. This notice will normally be provided by the Area Director or Office Urinalysis Co-coordinator. Telephone notification or telephone message to the receiving unit, of notification of cancellation, will constitute compliance with this requirement.
2.9	When the Correctional Service Canada provides less than 24 hours notice of cancellation of collection, this shall be subject to a minimum charge of one-half the collection rate.
3.1	March 1 2017 to February 28, 2018 (Option Period 2)
3.2	Payment of a sum not to exceed \$for fees, travel and court hearings, will be made payable upon successful completion of deliverables outlined in the Scope of Work and subject to receipt of invoices certified by the Departmental Representative/Project Authority(Area Director, Kingston Area Parole Office) or designated alternate, with appropriate delegated signing authority.
3.3	Payment of \$per individual sample collected
3.4	Or;
	Payment of \$per group collection; or \$per hour whichever is the lesser amount for a sum not to exceed \$ The hourly rate invoiced shall be prorated for the actual time spent collecting samples.
3.5	Payment of Current Treasury Board Travel Rates per kilometre for actual travel.
3.7	Payment of \$10.00 for each "no show" of offender scheduled collections.
3.8	Payment of Court cost will be reimbursed at \$25.00 per hour for actual court time, plus actual mileage at the identified rate per hour. This occurs rarely.
3.9	There shall be no charges when Correctional Service Canada provides at least 24 hours notice of cancellation of collections. This notice will normally be provided by the Area Director or Office

Urinalysis Co-coordinator. Telephone notification or telephone message to the receiving unit, of notification of cancellation, will constitute compliance with this requirement.

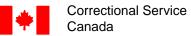
3.10 When the Correctional Service Canada provides less than 24 hours notice of cancellation of collection, this shall be subject to a minimum charge of one-half the collection rate.

#### 4.0 Retail Sales Tax

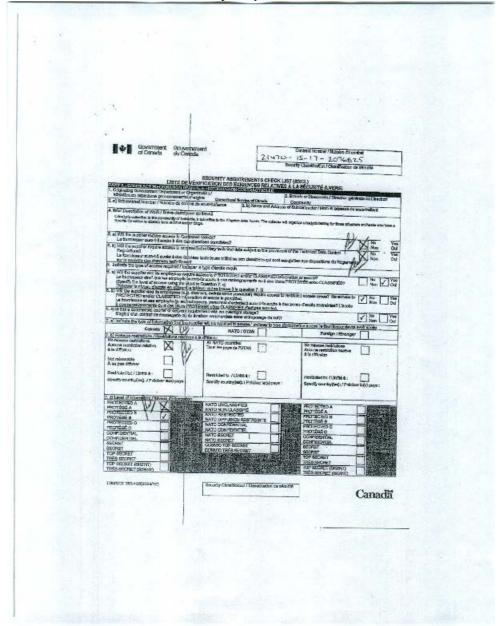
Retail sales tax, as applicable, is to be remitted by the contractor.

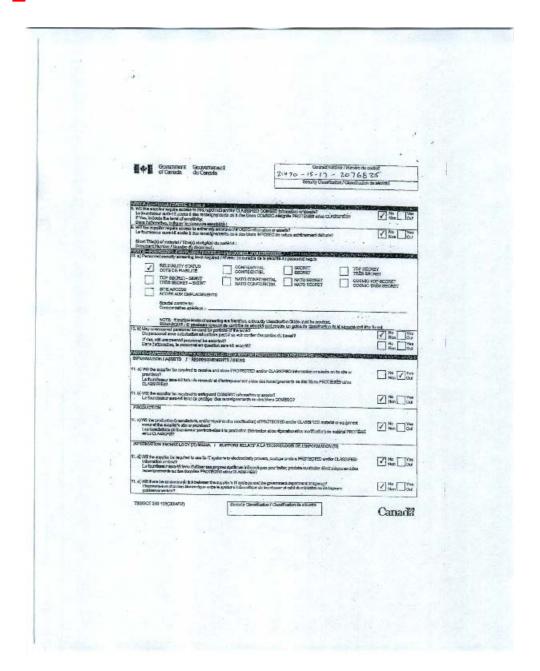
#### HST or GST

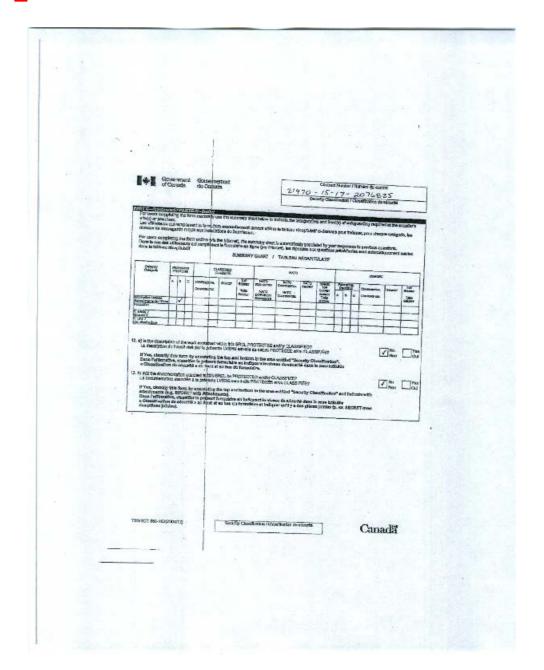
- (a) All prices and amounts of money in the contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.
- (b) The estimated HST or GST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

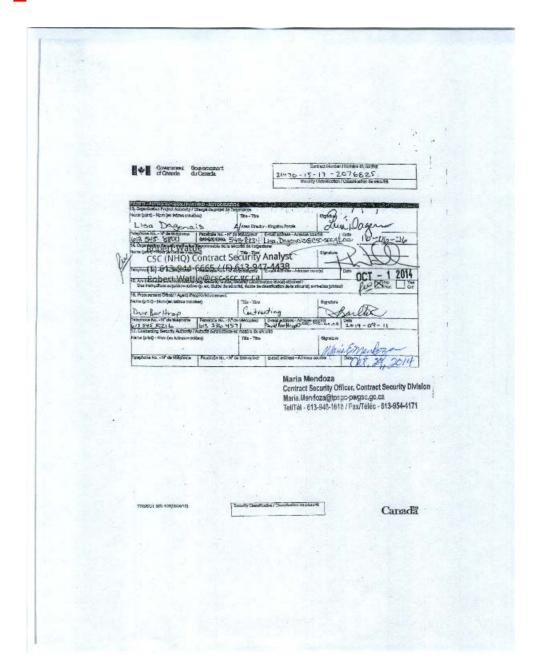


**Annex C Security Requirements Checklist** 









#### Annex D "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

#### 2.0 Evaluation Criteria

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

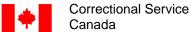
LISTING EXPERIENCE WITHOUT PROVIDING ANY SUBSTANTIATING DATA TO SUPPORT WHERE AND HOW SUCH EXPERIENCE WAS OBTAINED WILL RESULT IN THE STATED EXPERIENCE NOT BEING CONSIDERED FOR EVALUATION PURPOSES.

- 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. 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.



## 1.1 Mandatory Technical Criteria

- 1.1.1 The bidder must include the completed and signed first page of the Request for Proposal, together with all Certifications as set out in Part 5 of the RFP.
- 1.1.2 The proposal must comply with the following mandatory criteria:

<b>Table 1.1.2</b>		
MANDATORY REQUIREMENT	DEMONSTRATED COMPLIANCE: Bidders should include, as a minimum, for each project submitted:  1. a project description 2. the name of the client 3. the date of the project, 4. details about the work performed by the contractor on the project 5. reference(s).	
1.1.2.1 Each proposed resource (sample collector) must be able to collect urine samples throughout the designated area as demonstrated by experience in at least one (1) project where they had to provide services in at least one (1) location over the designated area(as defined in Annex "A") in the last two (2) years.  1.1.2.2 Each proposed resource must have performed biological sample (blood, urine, feces, etc.) collection for a minimum of six (6) months in the last three (3) years.		
1.1.2.3 The bid must include a Curriculum Vitae for each of the proposed resource sample collector(s).		
1.1.2.4 Bidders must provide two (2) written references to demonstrate the experience claimed in 1.1.2.2. Bidders must provide current contact information for each reference (name, address, current telephone and e-mail address).		
1.1.2.5 Bidders must propose one male and one female resource (sample collector)		

The evaluation team reserves the right but is not obliged to perform any of the following:

- a) Seek clarification or verify any or all information provided by the bidder with respect to this RFP; and
- b) Contact any or all of the references supplied and to interview, at the sole costs of the Bidder, the Bidder and/or any or all of the resources proposed by the Bidder to fulfill the requirement, on 48 hours notice, to verify and validate any information or data submitted by the Bidder.

It is understood by the parties submitting proposals that, to qualify:

Bidders must:

Meet all the mandatory requirements of the RFP. The lowest costs presented (including option periods) among the qualified bids shall be awarded the contract.