



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

Correctional Service of Canada  
1045 Main Street,  
2nd Floor  
Moncton, NB  
E1C 1H1

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

**Proposal to: Correctional Service Canada**

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

**Proposition à: Service Correctionnel du Canada**

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

**Comments — Commentaires :**

“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 # — N° de Téléphone :

\_\_\_\_\_

Fax # — No de télécopieur :

\_\_\_\_\_

Email / Courriel : \_\_\_\_\_

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

\_\_\_\_\_

<b>Title — Sujet:</b> <b>Urinalysis Sample Collection Services</b>	
<b>Solicitation No. — N° de l'invitation</b> <b>21280-15-2134072</b>	<b>Date:</b>
<b>Client Reference No. — N° de Référence du Client</b> <b>21280-15-2134072</b>	
<b>GETS Reference No. — N° de Référence de SEAG</b> PW-15-00676804	
<b>Solicitation Closes — L'invitation prend fin</b> <b>at /à : 2 :00pm AST</b> <b>on / le : April 2, 2015</b>	
<b>F.O.B. — F.A.B.</b> Plant – Usine:                      Destination:                      Other-Autre:	
<b>Address Enquiries to — Soumettre toutes questions à:</b> Josee Belliveau <b>District Officer, Contracting and Materiel Management Services</b>	
<b>Telephone No. – N° de téléphone:</b> <b>(506) 851-3923</b>	<b>Fax No. – N° de télécopieur:</b> <b>(506)851-3305</b>
<b>Destination of Goods, Services and Construction:</b> <b>Destination des biens, services et construction:</b>	
<b>Fredericton Area</b>	
<b>Instructions: See Herein</b> <b>Instructions : Voir aux présentes</b>	
<b>Delivery Required — Livraison exigée : See herein</b>	<b>Delivery Offered – Livraison proposée : Voir aux présentes</b>
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>Nom et titre du signataire autorisé du fournisseur/de l'entrepreneur</b>	
_____ 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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## **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 2.0 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 [boa-opo@boa-opo.gc.ca](mailto:boa-opo@boa-opo.gc.ca). You can also obtain more information on the OPO services available to you at their website at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).



## **PART 2 - BIDDER INSTRUCTIONS**

### **1. Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) Manual issued by Public Works and Government Services Canada.

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

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

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

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

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

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

Bids must be submitted only to Correctional Service Canada (CSC) by the date, time and place indicated on page 1 of the bid solicitation.

### **3. Communications – Solicitation Period**

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

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

### **4. Applicable Laws**

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

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



## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **1. Bid Preparation Instructions**

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

Section I: Technical Bid: **three (3) hard copies**

Section II: Financial Bid: **one (1) hard copy**

Section III: Certifications: **one (1) hard copy**

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

**Bidders are requested to submit their Financial Bid in an envelope separate from their technical proposal.**

CSC requests that bidders follow the format instructions described below in the preparation of their bid:

- i. use 8.5 x 11 inch (216 mm x 279 mm) paper;
- ii. use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

- i. use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- ii. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

### **2. Section I: Technical Bid**

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

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



### **3. Section II: Financial Bid**

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

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

#### **3.1 Exchange Rate Fluctuation**

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

### **4. Section III: Certifications**

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

### **5. Section IV: Additional Information**

#### **5.1 Bidder's Proposed Site(s) or Premises Requiring Safeguarding Measures**

- (a) As indicated in Part 1 under Security Requirements, the Bidder must provide the full address(es) of the Bidder's and proposed individual(s) site(s) or premises for which safeguarding measures are required for Work Performance:

Street Number / Street Name, Unit / Suite / Apartment Number  
City, Province, Territory / State  
Postal Code / Zip Code  
Country

- (b) The Company Security Officer (CSO) must ensure through the Industrial Security Program (ISP) that the Contractor and individuals hold a valid security clearance at the required level, as indicated in Part 1, clause 1. Security Requirements.



## 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.

### 2. Basis of Selection

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

### 3. Security Requirement

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

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in **Part 6 - Resulting Contract Clauses**;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- (d) the Bidder's proposed location of work performance and documents regarding must meet the security requirements as indicated in Part 6 – Resulting Contract Clauses;
- (e) the Bidder must provide the address(es) of the proposed site(s) or premises of work performance and documents regarding as indicated in Part 3 – Section IV Additional Information.

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

3.3 For additional information on security requirements, bidders should consult the "[Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders](http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31)" (<http://www.tpsgc-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 article 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 provided to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

#### **1. Certifications Precedent to Contract Award**

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

##### **1.1 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](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 awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award. If the answers to the questions and, as applicable, the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.



## Definitions

For the purposes of this clause,

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

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

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

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

## Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension as defined above?  
**YES** (  ) **NO** (  )

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

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

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

## Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force adjustment directive? **YES** (  ) **NO** (  ).

If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;



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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including applicable taxes.

### **1.3 Language Requirements - English essential**

By submitting a bid, the Bidder certifies that, should it be awarded a contract as result of the bid solicitation, every individual proposed in its bid will be

fluent in English. The individual(s) proposed must be able to communicate orally and in writing in English without any assistance and with minimal errors.

#### **Certification:**

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



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

### **1. Security Requirement**

1. The Contractor/Offeror must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), with approved Document Safeguarding at the level of PROTECTED B, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
2. 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).
3. Processing of PROTECTED materiel electronically at the Contractor/Offeror's site is NOT permitted under this Contract/Standing Offer.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. 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).

#### **1.1 Contractor's Site(s) or Premises Requiring Safeguarding Measures / IT Authorization for Storage or Processing**

The Contractor must diligently maintain up-to-date, the information related to the Contractor's and individual(s) site(s) or premises, where safeguarding measures are required in the performance of the Work, for the following address(es):

[Insert all of the Contractor's locations where safeguarding measures are required at contract award]

Street Number / Street Name, Unit / Suite / Apartment Number  
City, Province, Territory /State  
Postal Code / Zip Code  
Country

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

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

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

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

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

#### **3.1 General Conditions**



2010C (2014-09-25), General Conditions - Services (Medium Complexity), apply to and form part of the Contract.

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

### **3.2 Supplemental General Conditions**

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 Work is to be performed during the period of October 1<sup>st</sup>, 2015 to September 30<sup>th</sup>, 2016.

### **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 four (4) additional one (1) year period(s) 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 thirty (30) 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: Josee Belliveau  
Title: District Officer, Contracting and Materiel Management Services  
Correctional Service Canada  
Branch/Directorate: Atlantic District Office  
Telephone: (506) 851-3923  
Facsimile: (506) 851-3305  
E-mail address: josee.belliveau@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**

(Insert at contract award)

The Project Authority for the Contract is:

Name:  
Title:  
Branch/Directorate:  
Telephone:  
Facsimile:  
E-mail address:



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

**5.3 Contractor's Representative**

The Authorized Contractor's Representative is:

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

**6. Payment**

**6.1 Basis of Payment**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex "B" , to a limitation of expenditure of \$11,000.00. Customs duties are excluded and Applicable Taxes are extra

**6.2 Limitation of Expenditure**

Canada's total liability to the Contractor under the Contract must not exceed \$11,000.00. Customs 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 Department  
SACC Manual clause C0710C (2007-11-30), Time and Contract Price Verification  
SACC Manual clause C0705C (2010-01-11), Discretionary Audit

### **6.4 Travel and Living Expenses**

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 Project Authority.

All payments are subject to government audit.

## **7. Invoicing Instructions**

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

Each invoice must be supported by:

- a. a copy of the release document and any other documents as specified in the Contract;
- b. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## **8. Certifications**

### **8.1 Certification of Compliance**

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

## **9. Applicable Laws**

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

## **10. Priority of Documents**



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

- (a) the Articles of Agreement;
- (b) the Supplemental General Conditions 4008 (2008-12-12), Personal Information
- (c) the General Conditions 2010C (2014-09-25), General Conditions - Services (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) the Contractor's bid dated \_\_\_\_\_ (to be inserted at contract award)

## **11. Termination on Thirty Days Notice**

11.1 Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.

11.2 In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

## **12. Insurance – Specific Requirements**

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

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

### **12.1 Commercial General Liability Insurance**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.





- c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- m. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

*Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8*

**For other provinces and territories, send to:**

Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-



defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

### **13. Ownership Control**

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

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

### **14. Closure of Government Facilities**

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

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

### **15. Tuberculosis Testing**

15.1 It is a condition of this contract that the Contractor or any employees of the Contractor who require entry into a Correctional Service of Canada Institution to fulfill the conditions of the contract may, at the sole discretion of the Warden, be required to provide proof of and results of a recent tuberculin test for the purpose of determining their TB infection status.

15.2 Failure to provide proof of and results of a tuberculin test may result in the termination of the contract.

15.3 All costs related to such testing will be at the sole expense of the Contractor.



## **16. Compliance with CSC Policies**

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

## **17. Health and Labour Conditions**

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

## **18. Identification Protocol Responsibilities**

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

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

## **19. Dispute Resolution Services**



The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties for both the process and to bear the cost of such process, assist in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or applicable of a term and condition of this contract. The Office of Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa-opo@boa-opo.gc.ca](mailto:boa-opo@boa-opo.gc.ca).

## **20. Contract Administration**

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the contractor respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and the application of the terms and conditions and the scope of work of this contract are not in dispute. The Office of Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa-opo@boa-opo.gc.ca](mailto:boa-opo@boa-opo.gc.ca).

## ANNEX A – Statement of Work

### THIS CONTRACT IS AS AND WHEN REQUIRED

#### BACKGROUND & PURPOSE

The Correctional Service of Canada (CSC) has a requirement for urinalysis collection services, which is a requirement under the Correction and Conditional Release Act (CCRA). Samples collected are forwarded for lab testing for substance/alcohol use. Collection for subsequent testing allows CSC to ensure cases with special conditions to abstain can have their abstinence conditions monitored.

#### A) REQUIREMENTS

The Contractor shall provide Urinalysis Sample Collection services during the Contract period, to the Correctional Service of Canada (CSC), on an “as and when required” basis in the greater area of Fredericton including Oromocto, Gagetown, Upper Blackville, Fredericton Junction, McAdam, Stanley and surrounding areas, as well as the community of Greater Woodstock, including Heartland, Florenceville, Bath to River de Chute, Nackawic, Kingsclear and surrounding areas. Services to be provided in accordance with the Commissioner’s Directive and Guidelines 566-11 (revised 2010-10-26); CCRA Article 55-57, and CCRR Article 60 to 62; 65 to 72 (A & B) inclusive. The referenced documents can be obtained from CSC.

CSC does not guarantee the number of referrals for urinalysis testing nor the frequency of testing for this agreement.

The Contractor shall be provided with all collection containers, labels, forms, and shipping material at no cost.

**IMPORTANT: Collection of urine samples must be conducted by a male collector for male offenders and a female collector for female offenders.**

#### SERVICES REQUIRED ARE AS FOLLOWS:

1. The Contractor shall be required to collect urinalysis samples from offenders (male and female), on a referral basis, for the analysis of substance usage.
2. Develop a schedule for the collection of urine samples.
3. CSC will not provide a fixed office space nor telephone answering service (e.g. voice-mail). This will be the responsibility of the Contractor.
4. Preparation and submission of information on relevant CSC forms and documents with respect to drug testing procedures, i.e. Chain of Custody form (CSC 1065). (Provided by CSC)
5. Ensure surveillance and inspection of secured area for purpose of collection of sample. Urine collection shall be done under Direct Observation. "Direct Observation" means a manner by which offenders shall supply a urine sample in open view, allowing the container, as well as the urine sample entering the container, to be seen at all times by the collector.
6. Provide continuity of samples collected and document information on exhibit. A minimum urine quantity of 40ml must be supplied at one time in accordance with CD 566-11 Article 9. (CD 566-11 – revised 2010-10-26)
7. The Contractor is responsible for scheduling appointments for the purpose of collecting urine samples as per referral. If the Contractor is unable to contact/find the subject, he shall contact the parolee’s Parole Officer immediately or by the next work-day.
8. The Contractor shall notify CSC by telephone immediately or by the next work-day at the latest in the event an offender fails to show, refuses to test/fails to provide, followed with written notice via sending an e-mail message, or by faxing a message to the attention of the client’s Parole Officer or the Parole Officer Supervisor to: **(506)452-2487**

9. If the Contractor is unable to contact/locate the offender to schedule testing, after two (2) unsuccessful attempts/calls to make contact, the Contractor notifies the client's Parole Officer or the Parole Officer Supervisor immediately. The PO or POS will be responsible to contact the client and schedule an appointment, under our terms, with the Contractor within one (1) or two (2) working days. If the client does not present himself/herself for testing, this would be considered a billable 'NO SHOW'.

**NOTE:** The Contractor shall NOT claim the "NO SHOW" fee if he/she is unable to find or fails to contact and/or locate an offender for testing.

10. The Contractor shall arrange shipping by Courier of samples obtained. The testing agent prepays shipping. The Contractor will be provided with a contact number for ordering the prepaid shipping forms.
11. The Contractor may be required to travel within the Fredericton Parole Office Territory and for the collection of urine samples shall be paid as per Annex B – Basis of Payment.
12. As much as practical, schedule multiple tests at the same location on the same day. (More than one urine sample collected at one site in a single day.)
13. Any request for subcontracting will be subject to review and approval by the Parole Officer Supervisor and will undergo an appropriate CSC security clearance.
14. When the Contractor is unavailable for non-scheduled and/or emergency testing, the CSC Urinalysis Coordinator has the option to use an alternate Contractor.

#### **REPORTS**

The Contractor shall complete the "Urinalysis Ledger" (copy attached) monthly, which shall be attached to the monthly invoice and submit to Correctional Service of Canada as indicated in Annex 'D'.

#### **B) VEHICLE LIABILITY INSURANCE**

The Contractor shall obtain and maintain, in force for the duration of the contract, adequate insurance coverage with regard to losses, damages or injuries that may be caused to, or suffered by, third parties, Her Majesty or the Contractor's employees or servants as a result of the operating by the Contractor's employees of Contractor's vehicle(s) in the performance of their duties under the contract. Her Majesty shall be saved harmless and not be liable for any losses, damages, or injuries caused by the Contractor or the Contractor's employees.

#### **C) SECURITY CLEARANCE AND SUBCONTRACTING**

If required, the Contractor shall provide CSC with a list of employees. Any request for subcontracting will be subject to review and approval by the Area Director, NB/PEI, and all new employees delivering programs or counselling shall undergo an appropriate CSC security clearance.

#### **D) WORK RELATIONS**

This contract provides for the provision of a service, and the Contractor is engaged as an independent contractor for the sole purpose of providing a service. The Contractor himself/herself or his/her potential substitutes are not engaged hereunder as employees, public servants nor agents of the Crown.

The Contractor (supplier) agrees to be the sole party responsible for the payment of all the required premiums and/or salary deductions, including those required for the Canada Pension Plan, the Unemployment Insurance Program, the Workmen's Compensation Plan, or the income tax.

**ANNEX B – Proposed Basis of Payment**

**1.0 Contract Period: October 1<sup>st</sup>, 2015 to September 30<sup>th</sup>, 2016**

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to this Contract.

For the provision of services as described in Annex A - Statement of Work, the Contractor will be paid the all inclusive per unit rate(s) below in the performance of this Contract, HST extra.

Rate of the first sample collected of the day \$\_\_\_\_\_ (A)

Rate for each subsequent sample collected that same day. **(A x 0.5)** \$\_\_\_\_\_

**As much as practical, the contractor is to schedule multiple sample collection tests at the same location, at the same day.**

Rate for “No Shows”, as defined below. **(A x 0.5)** \$\_\_\_\_\_

If an offender missed an appointment for which 24 hours notice has not been given, or if clients refuse tests, the Contractor shall be paid a flat “No Show” fee. “No Shows” in excess of ONE, for the same individual(s) on the same day, are not billable.

**In the event of a “No Show”, the Contractor will advise CSC immediately or by the next working day at the latest.**

**Total Fees for 2015-2016 contract period \$ 5,000.00**

Travel – pre-authorized, reasonable and proper travel and living expenses \$ 6,000.00

**2.0 Options to Extend the Contract Period: October 1<sup>st</sup>, 2016 to September 30<sup>th</sup>, 2017**

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 the all inclusive Per Unit rate(s) below, HST extra, to complete all Work and services required to be performed in relation to the Contract extension.

Rate of the first sample collected of the day \$\_\_\_\_\_ (B)

Rate for each subsequent sample collected that same day. **(B x 0.5)** \$\_\_\_\_\_

**As much as practical, the contractor is to schedule multiple sample collection tests at the same location, at the same day.**

Rate for “No Shows”, as defined below. **(B x 0.5)** \$\_\_\_\_\_

If an offender missed an appointment for which 24 hours notice has not been given, or if clients refuse tests, the Contractor shall be paid a flat “No Show” fee. “No Shows” in

excess of ONE, for the same individual(s) on the same day, are not billable.

**In the event of a “No Show”, the Contractor will advise CSC immediately or by the next working day at the latest.**

**Total Fees for 2016-2017 contract period** **\$ 5,000.00**

Travel – pre-authorized, reasonable and proper travel and living expenses \$ 6,000.00

**3.0 Options to Extend the Contract Period: October 1<sup>st</sup>, 2017 to September 30<sup>th</sup>, 2018**

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 the all inclusive Per Unit rate(s) below, HST extra, to complete all Work and services required to be performed in relation to the Contract extension.

Rate of the first sample collected of the day \$\_\_\_\_\_ (C)

Rate for each subsequent sample collected that same day. **(C x 0.5)** \$\_\_\_\_\_

**As much as practical, the contractor is to schedule multiple sample collection tests at the same location, at the same day.**

Rate for “No Shows”, as defined below. **(C x 0.5)** \$\_\_\_\_\_

If an offender missed an appointment for which 24 hours notice has not been given, or if clients refuse tests, the Contractor shall be paid a flat “No Show” fee. “No Shows” in excess of ONE, for the same individual(s) on the same day, are not billable.

**In the event of a “No Show”, the Contractor will advise CSC immediately or by the next working day at the latest.**

**Total Fees for 2017-2018 contract period** **\$ 5,000.00**

Travel – pre-authorized, reasonable and proper travel and living expenses \$ 6,000.00

**4.0 Options to Extend the Contract Period: October 1<sup>st</sup>, 2018 to September 30<sup>th</sup>, 2019**

Subject to the exercise of the option to extend the Contract period in accordance with Article 4.5 of the original contract, Options to Extend Contract, the Contractor will be paid the all inclusive Per Unit rate(s) below, HST extra, to complete all Work and services required to be performed in relation to the Contract extension.

Rate of the first sample collected of the day \$\_\_\_\_\_ (D)

Rate for each subsequent sample collected that same day. **(D x 0.5)** \$\_\_\_\_\_



**As much as practical, the contractor is to schedule multiple sample collection tests at the same location, at the same day.**

Rate for "No Shows", as defined below. **(D x 0.5)** \$ \_\_\_\_\_

If an offender missed an appointment for which 24 hours notice has not been given, or if clients refuse tests, the Contractor shall be paid a flat "No Show" fee. "No Shows" in excess of ONE, for the same individual(s) on the same day, are not billable.

**In the event of a "No Show", the Contractor will advise CSC immediately or by the next working day at the latest.**

**Total Fees for 2018-2019 contract period \$ 5,000.00**

Travel – pre-authorized, reasonable and proper travel and living expenses \$ 6,000.00

**5.0 Options to Extend the Contract Period: October 1<sup>st</sup>, 2019 to September 30<sup>th</sup>, 2020**

Subject to the exercise of the option to extend the Contract period in accordance with Article 4.2 the original contract, Options to Extend Contract, the Contractor will be paid the all inclusive Per Unit rate(s) below, HST extra, to complete all Work and services required to be performed in relation to the Contract extension.

Rate of the first sample collected of the day \$ \_\_\_\_\_ (E)

Rate for each subsequent sample collected that same day. **(E x 0.5)** \$ \_\_\_\_\_

**As much as practical, the contractor is to schedule multiple sample collection tests at the same location, at the same day.**

Rate for "No Shows", as defined below. **(E x 0.5)** \$ \_\_\_\_\_

If an offender missed an appointment for which 24 hours notice has not been given, or if clients refuse tests, the Contractor shall be paid a flat "No Show" fee. "No Shows" in excess of ONE, for the same individual(s) on the same day, are not billable.

**In the event of a "No Show", the Contractor will advise CSC immediately or by the next working day at the latest.**

**Total Fees for 2019-2020 contract period \$ 5,000.00**

Travel – pre-authorized, reasonable and proper travel and living expenses \$ 6,000.00

### 3.0 HST

- (a) All prices and amounts of money in the contract are exclusive of Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The HST, whichever is applicable, is extra to the price herein and will be paid by Canada.
- (b) The estimated HST of **\$1,430.00** is included in the total estimated cost shown on page 1 of this Contract. The estimated 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 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 HST paid or due.

## **Annex C – Security Requirement Check List**

(Insert Security Requirements Check List)



### Annex D Evaluation Criteria

#### 1.0 Technical Evaluation:

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

- Mandatory Technical Criteria

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

#### 1.2 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.

### MANDATORY TECHNICAL CRITERIA

It is understood by the parties submitting offers that to be considered valid, an offer MUST meet all of the following mandatory requirements. Proposals must be supported by proper and adequate detail, particularly where supporting evidence is required by a mandatory item. Those not meeting all of these mandatory requirements will be given no further consideration.

The bid MUST include the following information/proof for which you are submitting an offer (including pricing for proposed option years):

ATTENTION BIDDERS: WRITE BESIDE THE CRITERIA BELOW THE RELEVANT PAGE NUMBER(S) FROM YOUR PROPOSAL WHICH ADDRESSES THE ISSUE.

#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met
M1	The bid must provide proof of Vehicle Liability Insurance coverage required herein.		
M2	The bid must include proof that the proposed personnel have a valid driver's licence.  A minimum of at least 1 Male and 1 Female		
M3	The bid must include: - a complete Résumé for the contractor, as well as; - A complete Résumé for any proposed personnel.  A minimum of at least 1 Male and 1 Female		