# RETURN BIDS TO : RETOURNER LES SOUMISSIONS À :

Bid Receiving - Réception des soumissions:

Ontario Region
Contracting & Materiel Services
Mailroom
P.O Box 1174
443 Union Street
Kingston, ON
K7L 4Y8

# 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

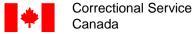
Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

#### **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 :			

Title — Sujet:	Mania
Urinalysis Collections Sault Ste	
Solicitation No. — Nº. de l'invitation	Date:
21470-15-20-2151153	02-June-2015
Client Reference No. — Nº. de R	éférence du Client
GETS Reference No. — Nº. de F	Référence de SEAG
Solicitation Closes — L'invitation	on prend fin
at /à : 14 :00 EST	
on / le : 20-July-2015	
<b>F.O.B.</b> — <b>F.A.B.</b> Plant – Usine: Destination	: X Other-Autre:
Address Enquiries to — Soumet Edward Desormo (Contracti Correctional Service Canada 1174,	ng Officer)
443 Union Street, Kingston, Edward.desormo@csc-scc.	
	Fax No. – Nº de télécopieur:
613-536-4959	613-536-4571
Destination of Goods, Services and C Destination des biens, services et cor Instructions: See Herein	
Instructions : Voir aux présentes	
Delivery Required — Livraison exigée : See herein	Delivery Offered – Livrasion proposée : Voir aux présentes
Name and title of person authorized Nom et titre du signataire autorisé d	to sign on behalf of Vendor/Firm
Name / Nom	Title / Titre
Signature	Date
(Sign and return cover page with b Signer et retourner la page de couv	



#### **TABLE OF CONTENTS**

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

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

#### **PART 2 - BIDDER INSTRUCTIONS**

- 1. Standard Instructions, Clauses and Conditions
- 2. Submission of Bids
- 3. Communications Solicitation Period
- 4. Applicable Laws

# **PART 3 - BID PREPARATION INSTRUCTIONS**

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

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

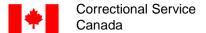
- 1. Evaluation Procedures
- 2. Basis of Selection
- 3. Security Requirement
- 4. Insurance

## **PART 5 - CERTIFICATIONS**

1. Certifications Precedent to Contract Award

# **PART 6 - RESULTING CONTRACT CLAUSES**

- 1. Security Requirement
- 2. Statement of Work
- 3. Standard Clauses and Conditions
- 4. Term of Contract
- 5. Authorities
- 6. Payment
- 7. Invoicing Instructions
- 8. Certifications
- 9. Applicable Laws
- 10. Priority of Documents
- 11. Termination on Thirty Days Notice
- 12. Insurance
- 13. Ownership Control
- 14. Closure of Government Facilities
- 15. Tuberculosis Testing
- 16. Compliance with CSC Policies
- 17. Health and Labour Conditions



- 18. Identification Protocol Responsibilities
- 19. Dispute Resolution Services
- 20. Contract Administration
- 21. Privacy
- 22. Proactive Disclosure of Contracts with Former Public Servants

## **List of Annexes:**

Annex A – Statement of Work

Annex B – Proposed Basis of Payment

Annex C – Security Requirments Checklist

Annex D - Evaluation Criteria

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

#### 1. Security Requirement

1.1 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 is to be performed as detailed under Annex A of the resulting contract clauses.

#### 3. Revision of Departmental Name

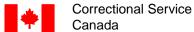
As this bid solicitation is issued by Correctional Service Canada (CSC), any reference to Public Works and Government Services Canada (PWGSC) or its Minister contained in full text or by reference in any term, condition or clause of this document, or any resulting contract, must be interpreted as a reference 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 <u>Standard Acquisition Clauses and Conditions</u> (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: ninety (90) days

#### 2. Submission of Bids

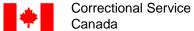
Bids must be submitted only to Correctional Service Canada (CSC) by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile or email to CSC will not be accepted.

#### 3. Communications – Solicitation Period

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) 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 Ontario.

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

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

#### 1. Bid Preparation Instructions

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

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

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

Section III: Certifications: one (1) hard copy

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

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process <a href="Policy-on-Green Procurement">Policy-on-Green 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
- 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 (20136-11-06) Exchange Rate Fluctuation

## 4. Section III: Certifications

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

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

#### 1. Evaluation Procedures

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

#### 1.1 Technical Evaluation

### 1.1.1 Mandatory Technical Criteria

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

#### 1.2 Financial Evaluation

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

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

**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

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

## 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) 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" 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 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 Status and Availability of Resources

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

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

## 1.4 Language Requirements - English

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.

## 1.5 Education and Experience

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

#### Certification:

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

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

#### 1. Security Requirement

- The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 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 CISD/PWGSC.
- 3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
- 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 D**;
  - (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 <u>Standard Acquisition Clauses and Conditions</u> (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 (2014-09-25), 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.

### 3.2 Supplemental General Conditions

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



### 3.3 Replacement of Specific Individuals

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

#### 4. Term of Contract

#### 4.1 Period of the Contract

The period of the Contract is from September 1, 2015 to August 31, 2020 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 (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 fifteen (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

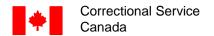
The Contracting Authority for the Contract is:

Name: Edward Desormo

Title: Regional Contracting Officer Correctional Service Canada

Branch/Directorate: Contracting and Material services

Telephone: (613) 536-4959 Facsimile: (613)-536-4571



E-mail address: edward.desormo@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: Chantal Guillemette Title: Area Director Sudbury Correctional Service Canada

Branch/Directorate: Greater Ontario and Nunavet District

Telephone: (705) 671-0600 Facsimile: (705) 671-4125

E-mail address: chantal.guillemette@csc-scc.gc.ca

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

# 5.3 Contractor's Representative

Name:

The Authorized Contractor's Representative is:

Title: Company: Address:	
Telephone: Facsimile: E-mail address:	<del>-</del>
6. Payment	
6.1 Basis of Payment	
6.2 Limitation of Expenditure	е
	to the Contractor under the Contract must not exceed \$cluded and Applicable Taxes are extra.

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

Contracting Authority. The Contractor must notify the 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
- as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- 3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### 6.3 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 Monthly Payment

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:

- 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

 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 time sheets to support the time claimed;
- a copy of the release document and any other documents as specified in the Contract;
- c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d. a copy of the monthly progress report.
- 2. 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 the province of Ontario.

## 10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the Supplemental General Conditions 4007 (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information
- (c) the General Conditions 2010B (2014-03-01) Professional Services (Medium Complexity)
- (d) Annex A, Statement of Work (OR) Requirement;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Evaluation Critera:
- (h) 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.

# 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.

- Service correctionnel Canada
- 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 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 <a href="mailto:boa-opo@boa-opo.gc.ca">boa-opo@boa-opo.gc.ca</a>.

### 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.

## 21. Privacy

- 21.1 The Contractor acknowledges that Canada is bound by the Privacy Act, R.S.C. 1985, c. P-21, with respect to the protection of personal information as defined in that Act. The Contractor 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.
- 21.2 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.

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

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

#### ANNEX A - STATEMENT OF WORK

## **Urinalysis Collection Program**

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

## The Department shall:

- 1. Ensure that the contractor is provided with all necessary documentation including Regulations, Directives, and Guidelines for compliance to be maintained.
- 2. Provide procedural instruction in the surveillance, procurement and shipment of samples.
- Refer offenders for urinalysis testing.
- 4. Establish procedures for shipment of samples to the CSC specified laboratory for testing.
- Facilitate the process of securing Reliability Status security clearance for persons providing the services.
- 6. Provide the required paperwork, sample containers, courier bags, courier bills of lading, cooler to store the collections and appropriate security storage container for paperwork/referrals.
- 7. 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.
- 8. Provide a complete CSC Urinalysis Collectors Training Program (at the contractors 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.
- 9. The Correctional Service of Canada will provide 24 hours notice for cancellation of collections with no charge. Any cancellations received within the 24 hour timeframe are subject to a minimum charge of \$\_\_\_\_. Telephone notification or telephone message to the receiving unit of notification of cancellation will constitute compliance with this requirement.

#### The Contractor shall:

- 1. Upon referral, collect urine samples from federally released offenders. These collections may occur in the Parole Office, Reporting Centre, Community Based Residential Facility (CBRF), the offender's private residence, or in an area designated by CSC.
- 2. The collector must be of the same gender as the offender providing the sample.
- 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.
- 4. Ship the samples with a bill of lading to the approved laboratory for testing.

- 5. 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 the responsibility of the contractor (collector).
- 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.
- Complete the urinalysis log sheets monthly and/or a detailed invoice and forward to the respective office responsible for the supervision of the offender.
- 8. Attend court hearings, meetings with auditors, or meet with CSC managers as required.
- 9. The collector must complete the CSC Urinalysis Collectors Training Program (at the contractor's expense) prior to commencing services.
- 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).
- 11. In the event of a planned absence of the Contractor, it is the Contractor's responsibility to arrange for a qualified substitute collector.
- 12. 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.
- 13. The contractor will be responsible for personal liability coverage at their discretion.
- 14. Normally, collections will occur during regular working hours, Monday to Friday, between 0700 hours and 1800 hours.
- 15. 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.
- 16. The contractor will normally provide non-scheduled collection upon 24 hours notice.
- 17. The collector will provide 24 hours notice for cancellation of collections. This notice will be provided to the Area Director or Office Urinalysis Coordinator.
- 18. Travel will be paid for actual travel and accommodation costs based on the most economical rate negotiated and cannot exceed the current Treasury Board assigned rates.
  - 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 Departmental 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.

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

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

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

# 1.0 Contract Period (From September 1, 2015 to August 31, 2016)

# 1.1 Professional Fees

Resource Category	Number of assessments per year	Firm Per Assessment Rate	Total
Per individual collection at a parole office, CBRF, reporting centre or police station, the offender's private residence, or in an area designated by CSC.	12-24		
Group of scheduled collections at a CBRF, fee per hour	12-24		
Cost Per no-show	12-24		
Court costs (per hour, for actual court time, attending required audits or meetings with a CSC manager plus mileage)	12-24		
		TOTAL:	

# 1.2 Contract Period (From September 1, 2016 to August 31, 2017)

## 1.3 Professional Fees

Resource Category	Number of assessments per year	Firm Per Assessment Rate	Total
Per individual collection at a parole office, CBRF, reporting centre or police station, the offender's private residence, or in an area designated by CSC.	12-24		
Group of scheduled collections at a CBRF, fee per hour	12-24		

Cost Per no-show	12-24		
Court costs (per hour, for actual court time, attending required audits or meetings with a CSC manager plus mileage)	12-24		
		TOTAL:	

# 1.4 Contract Period (From September 1, 2017 to August 31, 2018)

## 1.5 Professional Fees

Resource Category	Number of assessments per year	Firm Per Assessment Rate	Total
Per individual collection at a parole office, CBRF, reporting centre or police station, the offender's private residence, or in an area designated by CSC.	12-24		
Group of scheduled collections at a CBRF, fee per hour	12-24		
Per no-show	12-24		
Court costs (per hour, for actual court time, attending required audits or meetings with a CSC manager plus mileage)	12-24		
		TOTAL:	

# 2.0 Options 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 basis.

# 3.1 Professional Fees, Option period 1 (From September 1, 2018 to August 31, 2019)

Resource Category	Number of assessments per year	Firm Per Assessment Rate	Total
Per individual collection at a parole office, CBRF, reporting centre or police station, the offender's private residence, or in an area designated by CSC.  Group of scheduled	12-24		
collections at a CBRF, fee per hour	12-24		
Per no-show	12-24		
Court costs (per hour, for actual court time, attending required audits or meetings with a CSC manager plus mileage)	12-24		
		TOTAL:	

# 3.2 Professional Fees, Option period 2 (From September 1, 2019 to July 31, 2020)

Resource Category	Number of assessments per year	Firm Per Assessment Rate	Total
Per individual collection at a parole office, CBRF, reporting centre or police station, the offender's private residence, or in an area designated by CSC.	12-24		
Group of scheduled collections at a CBRF, fee per hour	12-24		
Per no-show	12-24		
Court costs (per hour, for actual court time, attending required audits or meetings with a CSC manager plus mileage)	12-24		
		TOTAL:	

## 4.0 HST or GST

- (a) All prices and amounts of money in the contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.
- (b) The estimated HST or GST of \$<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 - SRCL

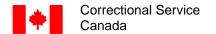
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Page 29 of 33

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TBS/SCT 350-103(2004/12)

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Chantal Guillemette		Area Directo	or - Sudbury Area Parole	Chullemette.
Telephone No N° de téléphone 705-671-4124	Facsimile Nc Nº de 705-671-4125	télécopieur	E-mail address • Adresse con chantal.guillemette@cso-sco	1/ 00 //0
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TBS/SCT 350-103(2004/12)

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#### **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
  - Rated Technical Criteria

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

- 1.2 LISTING EXPERIENCE WITHOUT PROVIDING ANY SUBSTANTIATING DATA TO SUPPORT WHERE, WHEN AND HOW SUCH EXPERIENCE WAS OBTAINED WILL RESULT IN THE STATED EXPERIENCE NOT BEING CONSIDERED FOR EVALUATION PURPOSES.
- 1.3 All experience must be strictly work-related. Time spent during education and/or training will not be considered, unless otherwise indicated.
- 1.4 Experience must be demonstrated through a history of past projects, either completed or on-going.
- 1.5 References must be provided for each project/employment experience.
  - I. Where the stated experience was acquired within a Canadian Federal Government Department or Agency as a Public Servant, the reference must be a Public Servant who had a supervisory role over the proposed resource during the stated employment.
  - II. Where the stated experience was acquired within a Canadian Federal Government Department or Agency **as a consultant**, the reference must be the Public Servant who was identified as the Project Authority of the project on which the proposed resource acquired the experience.
  - III. References must be presented in this format:
    - a. Name;
    - b. Organization;
    - c. Current Phone Number: and
    - d. Email address if available

# 1.6 Response Format

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

IV. CSC will also only evaluate the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.

# **MANDATORY TECHNICAL CRITERIA – 21401-15-23-2110421**

#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met
M1	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.		
M2	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.		
M3	The bid must include a Curriculum Vitae for each of the proposed resource sample collector(s).		
M4	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).		
M5	Bidders must propose one male and one female resource (sample collector)		