



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government**  
**Services Canada/Réception des soumissions**  
**Travaux publics et Services gouvernementaux**  
**Canada**  
**1713 Bedford Row**  
**Halifax, N.S./Halifax, (N.É.)**  
**B3J 1T3**  
**Nova Scotia**  
**Bid Fax: (902) 496-5016**

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government**  
**Services 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 therefor.

**Proposition aux: Travaux Publics et Services**  
**Gouvernementaux 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 annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

Atlantic Region Acquisitions/Région de l'Atlantique  
Acquisitions  
1713 Bedford Row  
Halifax, N.S./Halifax, (N.É.)  
B3J 3C9  
Nova Scot

<b>Title - Sujet</b> Education Services/ Services	
<b>Solicitation No. - N° de l'invitation</b> 21210-152211/A	<b>Date</b> 2016-01-20
<b>Client Reference No. - N° de référence du client</b> 21210-15-2211	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$HAL-503-9756	
<b>File No. - N° de dossier</b> HAL-5-75103 (503)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2016-02-29</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Standard Time AST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Forward (HAL), LeeAnne	<b>Buyer Id - Id de l'acheteur</b> hal503
<b>Telephone No. - N° de téléphone</b> (902) 496-5070 ( )	<b>FAX No. - N° de FAX</b> (902) 496-5016
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> CORRECTIONAL SERVICE OF CANADA CORRECTIONAL PROGRAMS P.O.BOX 2140 SPRINGHILL NOVA SCOTIA B0M1X0 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

Solicitation No. - N° de l'invitation  
21210-152211/A  
Client Ref. No. - N° de réf. du client  
21210-15-2211

Amd. No. - N° de la modif.  
File No. - N° du dossier  
HAL-5-75103

Buyer ID - Id de l'acheteur  
HAL-503  
CCC No./N° CCC - FMS No./N° VME

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### **IMPORTANT NOTICE TO BIDDERS**

#### **Security**

This notice is to advise ALL interested bidders that in order to be awarded a contract which contains a security requirement, all bidders MUST hold a valid Security Clearance granted or approved by PWGSC Canadian Industrial Security Directorate (CISD) at the level indicated in this solicitation document. Should the bidder not currently hold a valid Security Clearance or require the level to be upgraded, PWGSC will sponsor the bidder. Please submit your written request with the following information to Lee Anne Forward by facsimile 902-496-5016 or by e-mail to [leeanne.forward@pwgsc.gc.ca](mailto:leeanne.forward@pwgsc.gc.ca)

- Legal Company Name
- Mailing address
- Surname and given name of contact person
- Telephone number of contact person
- Title of contact person
- Facsimile number
- E-mail address of contact person
- Procurement Business Number
- Preferred Language of correspondence
- Level of Security Required

Additional information on PWGSC security can be found on the following web site:  
<http://ssi-iss.tpsgc-pwgsc.gc.ca> or by dialing 1-866-368-4646 (Toll free).

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**THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT**

## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, Security Requirements, the Security Requirements Checklist and the Mandatory Requirements as well as any other annexes.

### **1.2 Summary**

The Correctional Service of Canada (CSC) wishes to provide an inmate targeted education program, including library services and a vocational component at Springhill Institution. This education program will be designed to address identified criminogenic factors for inmates housed in this Institution. The program must be suited to the learning needs of an adult, male population and make the best possible use of the opportunities for learning, which exist within the Institution.

The correctional educator will be working in a less than ideal educational environment and will be required to teach some inmates with limited commitment, cognitive ability and a history of failure during their public school experience. It will be the role of the correctional educator to create the environment that will enable his/her inmate students to meet educational goals identified within their Correctional Plans.

The objective of the education program is to consistently work with the inmate student and ensure every possible avenue is used to have him participate and be successful in the program designed to reduce risk and assist him in re-entering society as a productive and law abiding citizen.

Having regard for the special characteristics and educational needs of inmates, the contractor agrees to provide the necessary personnel, back-up personnel, and support staff, as well as special expertise to carry out the services.

The period of the contract is anticipated to be April 1, 2016 to March 31, 2017. There are 4 additional option periods of 1 year each.

There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the annex titled [Federal Contractors Program for Employment Equity - Certification.](#)"

### 1.3 Debriefings

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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 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 Manual](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>) issued by Public Works and Government Services Canada.

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

The [2003](#) (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 90 days

### 2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit 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 PWGSC will not be accepted.

## 2.3 Former Public Servant

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 awarded to FPSs, bidders must provide the information required below before contract award. If the answer 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? **Yes ( ) No ( )**

If so, the Bidder must provide the following information, for all FPSs 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 the 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.

### **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar 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.

### **2.5 Applicable Laws**

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

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.

## **2.6 Improvement of Requirement During Solicitation Period**

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least ten (10) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

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

### **3.1 Bid Preparation Instructions**

Canada requests that Bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (3 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

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

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) 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 should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) 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.

## **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 and describe their approach 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.

## **Section II: Financial Bid**

**3.1.1** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B. The total amount of Applicable Taxes must be shown separately.

### **3.1.2 Exchange Rate Fluctuation**

C3011T (2013-11-06), Exchange Rate Fluctuation

## **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

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

### **4.1 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 Canada will evaluate the bids.

#### **4.1.1 Technical Evaluation**

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

See Annex D for Mandatory Technical Criteria

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 Mandatory Financial Criteria**

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price

## 4.2 Basis of Selection

### 4.2.1 Mandatory Technical Criteria

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

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

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

### 5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

#### 5.1.1 Declaration of Convicted Offences

As applicable (**IF APPLICABLE**), pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

#### 5.1.2 Additional Certifications Required with the Bid

### 5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

#### 5.2.1 Integrity Provisions – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s). Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

## 5.2.2 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 [Employment and Social Development Canada \(ESDC\) - 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.

### 5.2.3.2 Status and Availability of Resources

SACC Manual Clause [A3005T](#) (2010-08-16), Status and Availability of Resources

### 5.2.3.3 Education and Experience

5.2.3.4.1 SACC Manual clause [A3010T](#) (2010-08-16) Education and Experience

## PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

### 6.1 Security Requirements

1. At the time of bid closing, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - 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 requirements as indicated in Part 7 - 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;

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. For additional information on security requirements, Bidders should refer to the [Industrial Security Program \(ISP\)](#) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

### 6.2 Insurance Requirements

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 Part 7, Article 7.12.

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 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### 7.1 Statement of Work

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

### 7.2 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 Manual](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>) issued by Public Works and Government Services Canada.

#### 7.2.1 General Conditions

**2035** (2015-07-03), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

### 7.3 Security Requirements

**7.3.1** The following security requirements (*SRCL and related clauses provided by ISP*) apply and form part of the Contract.

1. 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).
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 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.
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).

## **7.4 Term of Contract**

### **7.4.1 Period of the Contract**

The Work is to be performed during the period of April 1, 2016 to March 31, 2017.

### **7.4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 4 additional 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 5 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## **7.5 Authorities**

### **7.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Lee Anne Forward  
Title: Supply Specialist, Public Services and Procurement Canada  
Address: 1713 Bedford Row, Halifax, NS B3J 1T3  
Telephone: (902)496-5070  
Facsimile: (902)496-5016  
E-mail address: [leeanne.forward@pwgsc-tpsgc.gc.ca](mailto:leeanne.forward@pwgsc-tpsgc.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.

### **7.5.2 Project Authority**

The Project Authority for the Contract is: (to be determined at time of award)

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

Solicitation No. - N° de l'invitation  
21210-152211/A  
Client Ref. No. - N° de réf. du client  
21210-15-2211

Amd. No. - N° de la modif.  
File No. - N° du dossier  
HAL-5-75103

Buyer ID - Id de l'acheteur  
HAL-503  
CCC No./N° CCC - FMS No./N° VME

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In its absence, the Project Authority is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
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.

### 7.5.3 Contractor's Representative

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

### 7.6 Proactive Disclosure of Contracts with Former Public Servants

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

### 7.7 Payment

#### 7.7.1 Basis of Payment

#### 7.7.2 Limitation of Expenditure

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 \$\_\_\_\_\_ (*insert the amount at contract award*). Applicable Taxes are extra.



### 7.7.3 Travel and Living Expenses - National Joint Council Travel Directive

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.

Estimated Cost: \$ 1000.00/year.

### 7.7.4 Monthly Payment

H1008C	Monthly Payment	2008-05-12
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### 7.7.5 Time Verification

C0711C	Time Verification	2008-05-12
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### 7.7.6 SACC Manual Clauses

A9117C	T1204 - Direct Request by Customer Department	2007-11-30
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## 7.8 Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;

2. Invoices must be distributed as follows:

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

## 7.9 Certifications

### 7.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if 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.

## **7.10 Applicable Laws**

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

## **7.11 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 general conditions 2035 (2015-07-03), General Conditions - Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) Annex D, Mandatory Requirements;
- (g) the Contractor's bid dated \_\_\_\_\_, (*insert date of bid*).

## **7.12 Insurance Requirements**

### **Insurance - Specific Requirements**

The Contractor must comply with the insurance requirements specified 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. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

### **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) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- (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:

Solicitation No. - N° de l'invitation  
21210-152211/A  
Client Ref. No. - N° de réf. du client  
21210-15-2211

Amd. No. - N° de la modif.  
File No. - N° du dossier  
HAL-5-75103

Buyer ID - Id de l'acheteur  
HAL-503  
CCC No./N° CCC - FMS No./N° VME

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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.

### **7.13 Government Site Regulations**

A9068C      Government Site Regulations      2010-01-11

## **Annex A** **Statement of Work** **21210-15-2211**

### **BACKGROUND**

The Correctional Service of Canada (CSC) wishes to provide an inmate targeted education program, including library services and a vocational component at Springhill Institution. This education program will be designed to address identified criminogenic factors for inmates housed in this Institution. The program must be suited to the learning needs of an adult, male population and make the best possible use of the opportunities for learning, which exist within the Institution.

The correctional educator will be working in a less than ideal educational environment and will be required to teach some inmates with limited commitment, cognitive ability and a history of failure during their public school experience. It will be the role of the correctional educator to create the environment that will enable his/her inmate students to meet educational goals identified within their Correctional Plans.

The objective of the education program is to consistently work with the inmate student and ensure every possible avenue is used to have him participate and be successful in the program designed to reduce risk and assist him in re-entering society as a productive and law abiding citizen.

Having regard for the special characteristics and educational needs of inmates, the contractor agrees to provide the necessary personnel, back-up personnel, and support staff, as well as special expertise to carry out the following services:

### **GENERAL**

- 1) The Contractor will be exclusively responsible for the delivery of the program as outlined in this Statement of Work and the Contractor's Technical Proposal. The articles in this Statement of Work have priority over the Contractor's Proposal.
- 2) The Contractor must be available to deliver the services identified including, on-site supervision, monitoring and coordinating visits.
- 3) The programs, at the discretion of CSC, must operate year round and must be sufficiently individualized to accommodate not only continuous entry and exit from them, but also more than one level within them.
- 4) The Springhill Institution Education Section will be open and require services for two hundred twenty-one (221) days for each contract period. With the exception of the Library, services will not be required on Saturdays, Sundays, and the dates listed in para. 68. In addition, the Contractor in conjunction with the employer will schedule any remaining days of closure for the year in a manner that will result in minimal interruption of the Education Program.

- 5) Closure of Government Facilities: Contractor personnel are employees of the Contractor and are paid by the Contractor on the basis of services rendered.
- 6) Program needs vary from time to time from place to place, the contractor must agree to flexibility of program content and be able to replace programs, provided there is sufficient advance notice given.
- 7) Provincially recognized curricula will be used in all programs and updated as changes are approved.
- 8) Curricula provided by the Contractor shall be adapted to the correctional environment, taking into consideration other correctional programs offered, as well as the needs of offenders.
- 9) The Contractor may include curricula material in their programs that is of special interest or need to offenders, when it is practical, e.g. substance abuse, family violence, racial tolerance, etc.
- 10) The Contractor's curriculum development and design staff shall address curriculum problems encountered at the Institution.
- 11) On successful completion of any course provided through the delivery of this contract, the Contractor will provide the appropriate Certification.
- 12) All students leaving a program will receive a progress chart indicating the skills and level achieved and a copy will be placed on his Education and Training file.
- 13) The Institution Correctional Intervention Board (CIB) is the designated authority for the placement and suspension/termination of students in all programs.
- 14) The CIB shall assign inmates to the program based on the current CSC student to teacher ratio and in a manner, which maximizes the use of the available classroom seats. The Contractor or a designated Teacher will work with and attend the CIB to ensure that seats are maximized on a daily basis.
- 15) The academic upgrading curriculum will provide instruction in the areas of mathematics, science, and communication.
- 16) Contract teachers shall teach Academic Upgrading with the use of computers/smartboards available at the institution.
- 17) All text books, teaching aids or other materials prepared for or developed expressly for this program and paid for by CSC will also be the property of CSC.
- 18) The Vocational programs offered by the Contractor will be mutually agreeable to both parties and will include as a minimum, a skills component applicable to the particular vocational

field, as well as instruction covering industrial/shop safety, personal and interpersonal skills for success in the work place.

- 19) Any contracted vocational program offered at the Institution, must include third party certification in the following: vocational safety
- 20) The contractor shall be prepared to work in co-operation with CSC to utilize inmate classroom assistants (Tutor). This shall include in-classroom training and orientation of the inmate assistant by the contract teacher. The inmate assistant will not mark examinations, administer examinations or tests nor partake in the disciplining of students. The teacher requiring the Inmate Assistant is to advise the CIB, who will assign the offender to the work location. The teacher will be responsible for supervision and completing performance assessments in OMS. The inmate assistant will generally perform the following:
- Photocopying tasks as directed by the teacher
  - Preparing instructional aids
  - Assisting students with work exercises
  - Assisting students with remedial tasks
- 21) Contract Teachers will be involved in educational/vocational/employability counseling and work with CSC in coordinating education/employability information sessions to offenders.
- 22) Contract Teachers will monitor and make arrangements for offenders who are prepared to write Provincial GED exams, two to three times per year. Exceeding this frequency will require Correctional Services of Canada's approval.
- 23) The library technician will provide services to inmates in various units within the institution and agree to flexible work hours to meet the needs of the institution's population.
- 24) The Institutional Library provides five basic functions on these objectives:
- To provide reading and research material to the inmate population
  - To provide an extension of the Education and Personal Development Programs, where inmates can study and do assignments
  - To provide the inmate population an opportunity to acquire Library skills that can be used in the community after release
  - To provide a service whereby inmates may purchase personal subscriptions, books and other reading materials, within the guidelines of Commissioner's Directive #764, "Access to Material and Live Entertainment"
  - To provide co-ordination/leadership for the inmate newsletter.
- 25) To meet these objectives and the conditions that the contractor must adhere to, the work shall be conducted within the following framework:

- Flexible work hours shall be used to meet the needs of the Institution's population
- The Library Technician will keep records of inmate use of the Library and of the number and type of books/materials borrowed
- The Library Technician will submit a monthly report to the Program Manager or delegate, based on visitation statistics and circulation data
- The Library Technician shall make recommendations to the Program Manager or delegate concerning the purchasing of library materials and the general operation of the Institutional Library

26) The Librarian will supervise the inmate library workers by:

- Supervising the inmate staff in the correct procedures for operating the circulation desk
- Supervising the inmate staff in the correct procedure for the shelving of books according to the Dewey System of shelving
- Supervising inmate staff in the efficient cleaning of the Library
- Directing inmates in general housekeeping duties such as applying protective covers to jackets, affixing book pockets and spine labels, preparing cards and doing minor repairs
- Supervising and monitoring the quarterly inmate newsletter

27) The Librarian will monitor the day-to-day operation of the Library by:

- Registering and notifying readers with overdue library materials
- Registering and controlling inter-library loans
- Registering and arranging distribution of personal subscriptions
- Assisting and directing inmate readers in the correct use of the library
- Explaining the use of the card catalogue file
- Providing legal documentation/works and photocopying same as required
- Prepare a list of materials, supplies, books and subscriptions needed and provide such to CSC staff
- Maintaining attendance for inmate workers and completing inmate performance evaluations, casework records as required in OMS.

28) The Library Technician shall purchase reading material for all cultural and visible minority groups such as: African Canadian, Aboriginal, Francophone, etc.

29) The Library Technician will provide library services to the following areas of the institution on a regular basis:

- General Population
- Segregation
- Regional Reception Centre
- Unit 8 Ranges (other than GP)



- 30) The Library Technician will maintain, monitor and operate existing Library systems used to control the daily functions of the Library.
- 31) The Library Technician will supervise the daily operation of the Library.
- 32) The Library Technician will recommend to the Program Manager or delegate, systems for the dissemination of information to the inmate population.

#### **PERSONNEL**

- 33) The Contractor will provide fully qualified and provincially certified teachers.
- 34) The student-to-teacher ratios represent the number of actual students the teacher will be teaching on a daily basis. Students will be assigned to classrooms either part-time or full-time. To meet this standard the teacher may have additional students assigned to the program to complement student absences and releases. Teachers will be responsible to ensure the maximum ratio in their classroom is met at all times.

- a. Level I Academic Upgrading 12:1
- b. Level II Academic Upgrading 12:1
- c. Level III/IV Academic Upgrading 12:1
- d. GED 15:1
- e. Vocational Education 12:1

- 35) The Contractor will provide the following staff:

- a. Teachers (4) - Academic Upgrading
- b. Teacher (bilingual) (1) - Academic Upgrading
- c. Library Technician (1)
- d. Teacher (1) - Vocational Training

- 36) Teaching services are required for two hundred twenty-one (221) days in the Academic Upgrading program per calendar year for a total of 35 hours per week per teacher. The Contractor may be required to provide previously approved substitute teachers during absences of regular teaching staff.
- 37) Library Services are required for 221 days per calendar year with a total of 30 hours per week. The 30 hours per week is divided over 5 days per week.
- 38) The Contractor may be required to provide previously approved substitute library technicians during absences of the regular library staff. The Contractor will schedule any closures in a manner that will result in minimal interruption of the Library Services.

- 39) No substitution will be required in the vocational programs.
- 40) All personnel of the contractor provided by the Contractor will require the appropriate security clearance of Correctional Service of Canada and must receive prior approval of the Project Authority. It is further understood and agreed that all institutional security rules, regulations and procedures applicable to public servants employed by Correctional Service of Canada will apply to the contractor's personnel.
- 41) Ensure that all personnel complete a daily visual search of his/her respective area following each teaching/ instruction session, i.e. after inmates return to their cells in the morning, following the end-of-day return of inmates to their cells, following any evening instruction/testing period, and also as requested by the Project Authority.
- 42) All staff provided by the Contractor shall be trained to complete basic search techniques by CSC.
- 43) In the event of declaration of a contingency (including insurrection, riot or hostage taking) all contract staff will leave the institution as soon as practically possible, after fulfilling the directions in the Contingency Plan issued to them.
- 44) In keeping with the Official Languages Act, the Contractor may be required to provide their services in French.
- 45) In the event that this service is required, it is further understood that this agreement will provide services in both official languages:
- academic upgrading in both official languages;
  - administering and scoring the French version of the Canadian Adult Achievement Test;
  - educational counseling in both official languages
  - interim and final Program Performance Reports
- 46) CSC reserves the right to assess the French language capabilities of the proposed contractor's bilingual staff.
- 47) The Contractor will provide curriculum vitae for the staff it proposes to assign under this Statement of Work including a copy of their teacher and/or technical certification.
- 48) CSC may deny the services of new or replacement staff based on his/her experience and qualifications.
- 49) The Contractor will provide a Schedule for the teaching year for all of the teachers in the proposal. The teaching year schedule shall commence October 01 and cease September 30

the following year. This schedule will be expected within 15 days of the commencement of each teaching year.

- 50) Teachers and staff provided by the Contractor will work in co-operation with CSC management, teachers and staff.
- 51) Teachers will take attendance of offenders attending their courses and will, in addition, provide an attendance count during class time, if requested to do so by an officer of the Correctional Service of Canada.
- 52) Contract staff may be required to travel on behalf of CSC while undertaking their contracted duties. All travel must be pre-approved by a CSC representative.
- 53) Personnel assigned by the Contractor to deliver services for longer than six (6) months and who have not received orientation training, may be required to attend an orientation training program.
- 54) Contract staff attending training, requested by C.S.C., will be considered fulfilling their contracted duties and the Contractor will be paid the full per diem rate for the training day(s).
- 55) Staff provided by the Contractor shall be prepared to familiarize themselves with the nature and content of technological advances in teaching techniques and to the extent practicable, integrate the use of this form of instruction into their course delivery.
- 56) All staff provided by the Contractor shall be aware of the objectives, goals and principles of CSC's Mission and the Correctional Strategy. It is the Contractor's responsibility to ensure that their staff meets this standard.
- 57) All staff provided by the Contractor shall be trained by CSC to retrieve and enter offender related data in the Offender Management System (OMS). The Contractor or a designated Teacher will be responsible for reviewing/locking all reports in OMS.
- 58) Contract teachers shall employ classroom/shop management techniques to ensure a clean and safe environment exists and also, to protect and preserve the classroom resources (i.e. books, desks, tools, equipment, etc.).
- 59) In the event of an institution shut-down of classroom operations, contracted staff are expected to provide related services during scheduled instruction days, i.e. curriculum development, course preparation, paper grading, student progress reports, etc. unless otherwise directed by the Project Authority.
- 60) The Contractor will provide provincially licensed substitute teachers to replace Contract staff

when required. Substitute teachers must have the prior approval of CSC before being employed and CSC maintains authority to cancel substitute days.

61) The per diem rate for all substitute teachers to replace Contract teachers will be determined through the contract terms.

62) The contractor, its officers, servants, agents and subcontractors are responsible to immediately report to CSC security personnel any information about or observation of inmate conduct that could jeopardize the safety or the security of staff or offenders.

#### **HOURS OF WORK**

63) Any work requiring direct contact with offenders shall be undertaken during the normal operational hours of the institution as specified below:

- Days 0800-1630 hours
- Evenings 1700-2100 hours

64) All Education Programs, excluding library services will operate Monday to Friday, 0800 hours to 1600 hours. This schedule is subject to change based on the needs of the Institution. Evening hours for education may be an option if required and will be agreed upon by both parties.

65) The hours of operation for the library will be consistent with an established schedule that accommodates various populations/groups of inmates. The following is an example of a library schedule, keeping in mind that it could change should there be a recognized need in the inmate population.

	HOURS OF WORK
Monday	Closed
Tuesday (7.5 hours)	1300 - 2100 hrs
Wednesday (7.5 hours)	1300 - 2100 hrs
Thursday (3.5 hours)	1800 - 2130 hrs
Friday (7.5 hours)	1300 - 2100 hrs
Saturday (4 hours)	1300 – 1700 hrs
Sunday	Closed

- 66) The education programs will be closed on the following days during the contract period. CSC will recognize the following statutory holidays and Christmas break

New Year's Day  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day  
Civic Holiday  
Labor Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day  
Christmas Break — Dec 27 to Dec 31

- 67) Contract staff will be provided with a one-hour lunch period as well as two rest periods per day totaling thirty (30) minutes. Contract staff may be required to take such rest periods at their work locations and supervise their inmates, due to the unique nature of the Correctional environment.
- 68) Student contact hours in the educational programs shall be established by CSC.
- 69) Contract personnel shall perform fire and security checks daily between 11:50-12:00 and 15:30-15:40 hours.

## **REPORTS**

- 70) The Contractor will be responsible for maintaining permanent records (minimum of 50 years) of inmate credits/achievements obtained through the delivery of the services and such records must be available on request by the inmate/student. These records are kept onsite at the institution.
- 71) Each contract teacher shall within twenty (20) working days of enrolling an offender in their program, complete and enter into the OMS, Educational Objectives which are linked to offender needs in their Correctional Plan.
- 72) Each contract teacher shall complete and enter into the OMS, program performance report on inmate students that respect the CSC established content guidelines and at intervals prescribed in their Correctional Plan and/or outlined in Commissioner's Directive #730 - "Offender Program Assignments & Inmate Payments".
- 73) The Contractor or a designated contract teacher will be responsible for ensuring these reports are completed when required as well as reviewing and finalizing reports in OMS, respecting established timeframes (CD 730).

- 74) At the end of each month the Contractor or designated teacher shall complete and submit to the Program Manager or delegate a monthly report for the education program, which outlines student enrollment, completions, etc.
- 75) The Contractor will submit an annual report to the Project Authority (CSC), thirty (30) days after the 31st of March outlining for the previous twelve (12) month period the following information for each course delivered:
- 1) The identification of each course that was provided, the nature of the credit involved, and the name of the teacher;
  - 2) The number of inmates that initially registered in each course;
  - 3) The number of inmates who started but did not complete each course;
  - 4) The number of inmates remaining in each course;
  - 5) The number of days the course operated;
  - 6) The reason for students discontinuing a course, i.e. transfer, parole, suspension, medical reasons, segregation, quit.
- 76) All contract staff shall regularly complete and enter into OMS "Casework Records" on inmates that they supervise as indicated in the Case Management Manual.
- 77) All contract staff will complete Collateral Feedback Reports on inmate students in their class that are simultaneously participating in Integrated Correctional Program Modules (ICPM).
- 78) All contracted staff will complete Observation Reports on security incidents as outlined in CD 568-1.
- 79) In general, the "operating manual" for all Contract Staff consists of the following CSC documents:
- 1) Mission
  - 2) Correctional Strategy
  - 3) Code of Professional Conduct
  - 4) Commissioner's Directives and Standard Operating Practices
  - 5) Regional Instructions
  - 6) Standing Orders
  - 7) Current Educational Contract

## ANNEX B

### Basis of Payment

The daily rate below (for all years) is based on 37.5 hours for the school and 30.0 hours for the library per week. For work performed for a duration of more or less than one day, the daily rate specified will be prorated accordingly.

Payment shall be made after receipt of monthly invoices outlining the services rendered.

All or any amounts claimed under the terms and conditions of the contract as computed in accordance with the Terms of Payment shall be subject to Government audit before or after payment is made.

The Department shall, subject to the Contractor having complied with the Statement of Work, pay the Contractor as follows:

### Initial Contract Year For the period of October 1, 2015 – September 30, 2016

Labour at the following firm daily rates:

Table 1

Number of Resources	Description Contract Year 1 2016-2017	Maximum Dollar Amount (221days)
5	Academic Teachers \$/per day for an estimated 221 days	(A)\$
1	Vocational Teacher \$/per day for an estimated 221 days	(B)\$
1	Librarian \$/per hour x 30 hrs/week/47 weeks/year for an estimated 221 days	(C)\$
1	Administrative cost (up to 10% of the above labour cost per monthly invoice) x 12 months	(D)\$
	Total Estimated Labour	\$(A+B+C+D)
	Travel/year	\$1,000.00
	TOTAL ESTIMATED COST-INITIAL CONTRACT PERIOD (Applicable taxes extra)	\$(Total Table 1)

Table 2

Number of Resources	Description Option Period 1 2017-2018	Maximum Dollar Amount (221days)
5	Academic Teachers \$ _____/per day for an estimated 221 days	(A)\$ _____
1	Vocational Teacher \$ _____/per day for an estimated 221 days	(B)\$ _____
1	Librarian \$ _____/per hour x 30 hrs/week/47 weeks/year for an estimated 221 days	(C)\$ _____
1	Administrative cost (up to 10% of the above labour cost per monthly invoice) x 12 months	(D)\$ _____
	Total Estimated Labour	\$ _____ (A+B+C+D)
	Travel/year	\$1,000.00
	(Applicable taxes extra)	\$ _____ (Total Table 2)

Table 3

Number of Resources	Description Option Period 2 2018-2019	Maximum Dollar Amount (221days)
5	Academic Teachers \$ _____/per day for an estimated 221 days	(A)\$ _____
1	Vocational Teacher \$ _____/per day for an estimated 221 days	(B)\$ _____
1	Librarian \$ _____/per hour x 30 hrs/week/47 weeks/year for an estimated 221 days	(C)\$ _____
1	Administrative cost (up to 10% of the above labour cost per monthly invoice) x 12 months	(D)\$ _____
	Total Estimated Labour	\$ _____ (A+B+C+D)
	Travel/year	\$1,000.00
	TOTAL ESTIMATED COST-INITIAL CONTRACT PERIOD (Applicable taxes extra)	\$ _____ (Total Table 3)



Table 4

Number of Resources	Description Option Period 3 2019-2020	Maximum Dollar Amount (221days)
5	Academic Teachers \$ _____/per day for an estimated 221 days	(A)\$ _____
1	Vocational Teacher \$ _____/per day for an estimated 221 days	(B)\$ _____
1	Librarian \$ _____/per hour x 30 hrs/week/47 weeks/year for an estimated 221 days	(C)\$ _____
1	Administrative cost (up to 10% of the above labour cost per monthly invoice) x 12 months	(D)\$ _____
	Total Estimated Labour	\$ _____ (A+B+C+D)
	Travel/year	\$1,000.00
	TOTAL ESTIMATED COST-INITIAL CONTRACT PERIOD (Applicable taxes extra)	\$ _____ (Total Table 4)

Table 5

Number of Resources	Description Option Period 4 2020-2021	Maximum Dollar Amount (221days)
5	Academic Teachers \$ _____/per day for an estimated 221 days	(A)\$ _____
1	Vocational Teacher \$ _____/per day for an estimated 221 days	(B)\$ _____
1	Librarian \$ _____/per hour x 30 hrs/week/47 weeks/year for an estimated 221 days	(C)\$ _____
1	Administrative cost (up to 10% of the above labour cost per monthly invoice) x 12 months	(D)\$ _____
	Total Estimated Labour	\$ _____ (A+B+C+D)
	Travel/year	\$1,000.00
	TOTAL ESTIMATED COST-INITIAL CONTRACT PERIOD (Applicable taxes extra)	\$ _____ (Total Table 5)

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**Total Bid Price:**

Year (s)	Est. Cost	Travel	Total
Initial Contract Period	\$ _____	\$ 1,000.00	
Option Year 1 (Table 2)	\$ _____	\$ 1,000.00	
Option Year 2 (Table 3)	\$ _____	\$ 1,000.00	
Option Year 3 (Table 4)	\$ _____	\$ 1,000.00	
Option Year 4 (Table 5)	\$ _____	\$ 1,000.00	
Grand total	(A)\$	(B)\$ 5,000.00	(C)\$ (A+B=C)

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## **ANNEX C**

### **SECURITY REQUIREMENTS CHECK LIST**

(Please see attached)

## ANNEX D

### Mandatory Evaluation Criteria

Supplier: \_\_\_\_\_

#### Mandatory Evaluation Criteria

1. Offers MUST meet all of the following mandatory requirements. Offers must be supported by proper and adequate detail, particularly where a mandatory item requires supporting evidence. Those not meeting all of these mandatory requirements will be given no further consideration.

2. The mandatory evaluation criteria are:

**ATTENTION OFFERORS: WRITE THE RELEVANT PAGE NUMBER(S) FROM YOUR OFFER WHICH ADDRESSES THE ISSUE BESIDE THE CRITERIA BELOW.**

Mandatory Requirement	Description	Page #	Met	Not Met	Comments
MR1	Demonstrate the ability to provide five teachers and one vocational teacher				
MR2	Demonstrate that all proposed teachers hold a valid Canadian Provincial Teaching Certification				
MR3	Demonstrate that at least one of the five aforementioned instructors must be fully bilingual (English and French) and able to offer Level 1, 2, and 3 in French, when required.				
MR4	Provide résumés for all proposed personnel.				
MR5	Demonstrate the ability to provide a library program approximating those services available to the general public in a public library.				

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SECURITY REQUIREMENTS CHECK LIST (SRCL)  
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

<b>PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE</b>		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	2. Branch or Directorate / Direction générale ou Direction	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Education Services Contract at Springhill Institute		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui		
b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui		
6. Indicate the type of access required / Indiquer le type d'accès requis		
a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Non Oui		
b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui		
c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui		
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion	All NATO countries Tous les pays de l'OTAN	No release restrictions Aucune restriction relative à la diffusion
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Not releasable À ne pas diffuser	Restricted to / Limité à	Restricted to / Limité à
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Specify country(ies) / Préciser le(s) pays	Specify country(ies) / Préciser le(s) pays	Specify country(ies) / Préciser le(s) pays
7. c) Level of information access / Niveau d'information		
PROTECTED A PROTÉGÉ A	NATO UNCLASSIFIED NATO NON CLASSIFIÉ	PROTECTED A PROTÉGÉ A
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PROTECTED B PROTÉGÉ B	NATO RESTRICTED NATO DIFFUSION RESTREINTE	PROTECTED B PROTÉGÉ B
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PROTECTED C PROTÉGÉ C	NATO CONFIDENTIAL NATO CONFIDENTIEL	PROTECTED C PROTÉGÉ C
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL	NATO SECRET NATO SECRET	CONFIDENTIAL CONFIDENTIEL
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	SECRET
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TOP SECRET		TOP SECRET
<input type="checkbox"/>		<input type="checkbox"/>
TRES SECRET		TRES SECRET
<input type="checkbox"/>		<input type="checkbox"/>
TOP SECRET (SIGINT)		TOP SECRET (SIGINT)
<input type="checkbox"/>		<input type="checkbox"/>
TRES SECRET (SIGINT)		TRES SECRET (SIGINT)
<input type="checkbox"/>		<input type="checkbox"/>

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**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  
If Yes, indicate the level of sensitivity.  
Dans l'affirmative, indiquer le niveau de sensibilité

☒ No  
☐ Yes

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  
Short title(s) of material / Titre(s) abrégé(s) du matériel:  
Document Number / Numéro du document:

☒ No  
☐ Yes

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

☒ RELIABILITY STATUS  
COTE DE FIABILITÉ  
☐ TOP SECRET - SIGINT  
TRÈS SECRET - SIGINT  
☐ SITE ACCESS  
ACCÈS AUX EMPLACEMENTS

☐ CONFIDENTIAL  
CONFIDENTIEL  
☐ NATO CONFIDENTIAL  
NATO CONFIDENTIEL

☐ SECRET  
SECRET  
☐ NATO SECRET  
NATO SECRET

☐ TOP SECRET  
TRÈS SECRET  
☐ COSMIC TOP SECRET  
COSMIC TRÈS SECRET

Special comments:  
Commentaires spéciaux:

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?

☒ No  
☐ Yes  
☐ No  
☐ Yes

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?

☒ No  
☐ Yes

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?

☒ No  
☐ Yes

**PRODUCTION**

12. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

☒ No  
☐ Yes

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

13. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?

☒ No  
☐ Yes

13. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Existera-t-il un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?

☒ No  
☐ Yes

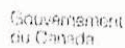
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For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions. Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies.

[illegible]☒ No ☐ Yes  
☐ Non ☐ Old

☒ No ☐ Yes  
☐ Non ☐ Out

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (p.g. SECRET with Attachments).  
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée  
 « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec  
 des pièces jointes).