Service correctionnel Canada

RETURN BIDS TO : RETOURNER LES SOUMISSIONS À :

Bid Receiving - Réception des soumissions:

Correctional Service Canada Contracting and Materiel Services 3427 Faithfull Avenue Saskatoon SK S7K 8H6

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:

Vendor/Firm Name and Address —

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

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:				
Work Alone Protection Services – S				
Solicitation No. — Nº. de l'invitation	Date: June 6, 2016			
55107-16-2285767				
Client Reference No. — Nº. de Réfé	erence du Client			
55107-16-2285767				
GETS Reference No. — Nº. de Réfé	érence de SEAG			
55107-16-2285767				
Solicitation Closes — L'invitation I	orend fin			
at /à : July 18, 2016 @ 14 :00 CST				
on / le: 18 juillet, 2016 @ 14:00 he	eure normale du centre			
F.O.B. — F.A.B. Plant – Usine: Destination:	Other-Autre:			
Address Enquiries to — Soumettre	toutes questions à:			
Claudette Chabot				
Telephone No. – N° de téléphone: Fax	x No. – Nº de télécopieur:			
306-659-9255 306	6-659-9317			
Destination of Goods, Services and Con Destination des biens, services et constr				
SK/MB & NW Ontario Region				
Instructions: See Herein Instructions: Voir aux présentes				
	Delivery Offered – Livrasion roposée : Voir aux présentes			
Name and title of person authorized to	sign on behalf of Vendor/Firm			
Nom et titre du signataire autorisé du fe	ournisseur/de l'entrepreneur			
Name / Nom	Title / Titre			
Signature	Date			
(Sign and return cover page with bid proposal / Signer et retourner la page de couverture avec la proposition)				

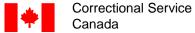


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PART 1 - GENERAL INFORMATION

1. Security Requirement

- 1.1 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 document safeguarding 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 document safeguarding as indicated in Part 3 Section IV Additional Information.
- 1.2 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.
- 1.3 For additional information on security requirements, bidders should refer to the Industrial Security Program of Public Works and Government Services Canada (http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) website.

2. Statement of Work

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

3. Revision of Departmental Name

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

4. Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

5. Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa-opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions</u> 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, certifications, 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 1.4 and 1.5 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, do 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.

2. Submission of Bids

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

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

3. Enquiries – Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 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 Saskatchewan, Manitoba and 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 Policy-on-Green Procurement (http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html). To assist Canada in reaching its objectives, bidders should:

- use 8.5 x 11 inch (206 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and 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, duo tangs or binders.

2. Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the work.

3. Section II: Financial Bid

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

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

3.1 Exchange Rate Fluctuation

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

4. Section III: Certifications

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

5. Section IV: Additional Information

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

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

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

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

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

1.2 Financial Evaluation

SACC Manual Clause A0222T (2014-06-26), Evaluation of Price – Canadian / Foreign Bidders

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.

[Include if applicable, delete if not required.]

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

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

Bidders must provide the required certifications and associated 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 of carrying out any of its obligations under the Contract 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 Bidders' certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

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 inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided 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 (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.

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;

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- (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 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.

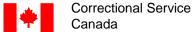
Work Force Adjustment Directive

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.



1.5 Language Requirements - English Essential

By submitting a bid, the Bidder certifies that, should it be awarded a contract as result of the bid solicitation, every individual proposed in its bid will be fluent in English. The individual(s) proposed must be able to communicate orally and in writing in English without any assistance and with minimal errors.

1.6 Education and Experience

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

1.7 Certification:

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

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

- 1.1 The following security requirements (SRCL and related clauses provided by PWGSC CISD) apply to 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) with approved Document Safeguarding at the level of **PROTECTED B**, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
 - 2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
 - 3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED B, including an IT Link at the level of PROTECTED B.
 - 4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
 - 5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex C:
 - (b) Industrial Security Manual (Latest Edition)

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

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

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

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

1.2.2 The Company Security Officer (CSO) must ensure through the Industrial Security Program that the contractor and individuals hold a valid security clearance at the required level of document safeguarding capability.

2. Statement of Work

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

3. Standard Clauses and Conditions



All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions</u> Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-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 (2015-09-03), 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

4008 Personal Information (2008-12-12), apply to and form part of the Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to October 31, 2020 inclusive.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Claudette Chabot Contracting and Materiel Services Prairie Regional Headquarters Saskatoon SK, S7K 8H6 Phone: 306-659-9255

Fax: 306-659-9317

Email: 501Contracts@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: (XXX) Title: (XXX)

Correctional Service Canada Branch/Directorate: (XXX)

Service correctionnel Canada

Telephone: (XXX)
Facsimile: (XXX)
E-mail address: (XXX)

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

[Fill in at contract award only.]

5.3 Contractor's Representative

The Authorized Contractor's	Representative is:
Name: Title: Company: Address:	
Telephone: Facsimile: E-mail address:	-
6. Payment	
performance of the Work, as	ursed for the costs reasonably and properly incurred in the determined in accordance with the Basis of Payment in Annex B, to \$ (insert the amount at contract award). Customs blicable Taxes are extra.
6.1 Basis of Payment	
6.2 Limitation of Expendit	ure
	ty to the Contractor under the Contract must not exceed \$ excluded and Applicable Taxes are extra.
design changes, mo the Contractor unles approved, in writing, The Contractor mus Canada's total liabili	otal liability of Canada or in the price of the Work resulting from any diffications or interpretations of the Work, will be authorized or paid to its these design changes, modifications or interpretations have been by the Contracting Authority before their incorporation into the Work that not perform any work or provide any service that would result in the ty being exceeded before obtaining the written approval of the y. The Contractor must notify the Contracting Authority in writing as this sum:
a. when it is 75	5 percent committed, or

b. four (4) months before the contract expiry date, or

inadequate for the completion of the Work,

whichever comes first.

c. as soon as the Contractor considers that the contract funds provided are

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 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.

6.4 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

6.5 Travel and Living Expenses

There are no travel and living expenses associated with the Contract.

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. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the Project Authority listed herein at 5.2

8. Certifications

8.1 Certification of Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated 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 associated information, 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 Saskatchewan, Manitoba and Ontario..

10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the Supplemental General Conditions 4008 Personal Information (2008-12-12)
- (c) the General Conditions 2010B (2015-09-03);
- (d) Annex A, Statement of Work
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;

[At the time of contract award, insert the date of the winning supplier's bid. If the bid was clarified or amended, insert at the time of contract award", as clarified on ______ " (OR) ", as amended on _____ " and insert date(s) of clarification(s) or amendment(s)]

(g) the Contractor's bid dated _____ (to be inserted at contract award)

11. Termination on Thirty Days Notice

- 11.1 Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.
- 11.2 In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

12. Insurance

SACC Manual clause G1005C, (2016-01-28), Insurance

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

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 (i.e. Individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other).
- (b) The Contractor shall advise the Minister of any change in ownership control for the duration of the contract.
- (c) The Contractor acknowledges that the Minister has relied on this warranty in entering into this Contract and that, in the event of breach of such warranty, or in the event that the Contractor's ownership control becomes under a non-resident entity, the Minister shall have the right to treat this Contract as being in default and terminate the contract accordingly.
- (d) For the purposes of this clause, a non-resident entity is any individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other residing outside of Canada.

14. Closure of Government Facilities

- 14.1 Contractor personnel are employees of the Contractor and are paid by the Contractor on the basis of services rendered. Where the Contractor or the Contractor's employees are providing services on government premises pursuant to this Contract and the said premises become non accessible due to evacuation or closure of government facilities, and consequently no Work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of closure.
- 14.2 Contractors working at CSC sites should be aware that they may be faced with delay or refusal of entry to certain areas at certain times even if prior arrangements for access may have been made. Contractors are advised to call in advance of travel to ensure that planned access is still available.

15. Tuberculosis Testing

- 15.1 It is a condition of this contract that the Contractor or any employees of the Contractor who require entry into a Correctional Service of Canada Institution to fulfill the conditions of the contract may, at the sole discretion of the Warden, be required to provide proof of and results of a recent tuberculin test for the purpose of determining their TB infection status.
- 15.2 Failure to provide proof of and results of a tuberculin test may result in the termination of the contract.
- 15.3 All costs related to such testing will be at the sole expense of the Contractor.

16. Compliance with CSC Policies

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

17. Health and Labour Conditions

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

18. Identification Protocol Responsibilities

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

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

19. Dispute Resolution Services

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

20. Contract Administration

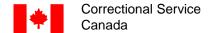
The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the contractor respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department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

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.

23. Information Guide for Contractors

Prior to the commencement of any work, the Contractor certifies that its employees, or employees of its subcontractors, working under contract for CSC will complete the applicable Module(s) and retain the signed checklist(s) from the CSC "Information Guide for



Service correctionnel Canada

Contractors" eng.shtml.

website:

http://www.csc-scc.gc.ca/text/pblct/cntrctr-modules/mod-intro-

ANNEX A - Statement of Work

1. Background

There is a requirement for the Parole District to have an effective system in place to monitor staff completing community visits. An automated system has proven the most effective means of doing this. There has been a National project in progress for several years for the Correctional Service Canada (CSC) to provide this service internally however, there are no projections nor assurances for an implementation date. In addition, the latest information indicates that upon National implementation there will continue to be a need for this type of external service for some employees that fall outside the range of the National program. Given this circumstance a variable number of users as identified by CSC will be used for the duration of this contract.

Correctional Service of Canada (CSC), for the provinces of Manitoba, Saskatchewan, NW Ontario District intends to establish a contract for the provision of Work Alone Protection System services (WAPS) for the safety benefit of individuals employed by CSC.

2. Objective

The MB/SK/NW Ontario Parole District requires a Work Alone Protection Service (WAPS) for **approximately 100 employees** of Correctional Service Canada (CSC) who conduct community visits with federally supervised offenders and/or their families, employers, friends, acquaintances. The WAPS service is required on a 24 hour per day, 7 days per week basis.

3. Scope of Work

The Contractor must:

- Provide 24 hours per day, 7 days per week lone worker monitoring system to allow CSC
 employees to register community visits and safety information including a customized time the
 system is to respond if staff safety is not verified. The service requires escalating phases of alarm
 if a community visit is not verified as completed safely within the specified time period.
- Provide a WAPS that is compatible with the current government blackberry technology without requiring modifications.
- Provide a system that is simple for staff to use.

The CSC employee will:

- Register a community visit in the system.
- Provide the system with safety information for each visit such as location of visit, contact name of person visited, offender case, start time and expected duration, and vehicle information.
- Set the time period for a system alert if the end of the community visit is not verified through the system.
- Verify to the system that the community visit has ended safely and/or that monitoring is no longer required for the employee.

The escalating alarm system provided by the contractor must include the following:

- A system alarm that's created when the CSC employee does not call in within the set time period
 to register that the community visit has been completed safely.
- System or contractor attempts to phone the CSC employee.
- If not resolved, contractor monitoring centre staff will attempt to phone the CSC employee.
- If not resolved, contractor monitoring centre staff will phone the designated number(s) registered in the system as CSC Emergency Management representatives.

• Contractor monitoring centre staff will provide CSC Management representative with the visit information as provided by the employee upon registering the visit.

CSC Management will provide the following to the contractor:

- A list of Emergency Management representatives and contact information applicable to each CSC employee.
- Verification of Management resolution of an escalated alarm to contractor Monitoring Centre staff.

Other Contractor Responsibilities:

- The contractor must provide training and instructional materials to CSC employees as required for use of the system.
- The contractor system must record all system events, contacts, and telephone calls and provide a copy of same upon request from the Project Authority or delegate. Data must be available for period of 5 years after the event.
- The contractor will provide to CSC system usage reports itemized by employee at a frequency as determined in conjunction with the Project Authority.

4. General

CSC shall arrange for the procurement of compatible blackberry devices to be used by CSC employees for the purposes of communicating with the Contractor.

CSC shall arrange for compatible intranet or internet capable devices to be used by supervisory employees of CSC for the purposes of updating, deleting or adding CSC employees to the WAPS system as required.

5. Language Requirements

The Contractor shall perform all of the work under the contract in English.

6. Meetings

- 1. The Contractor is expected to meet with CSC Project Authority (PA), by telephone or in person on an as needed basis as requested by the CSC PA or his/her delegate.
- 2. The CSC Project Authority reserves the right to schedule additional face to face and/or telephone meetings according to how the contract is progressing. The Contractor shall immediately report to the CSC Project Authority by telephone with a follow up confirmation by email any urgent issue that arises during the course of the work that may impact on the progress of the project.

7 Location of work:

- a. This is a requirement for the MB/SK/NW Ontario Parole District.
- b. Travel No travel is anticipated for performance of the work under this contract.

ANNEX B – Proposed Basis of Payment

1.0 Contract Period

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

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

Resource Category	Number of days	Number of Resources	Firm Per User Rate	Total
Year 1	Monthly fee per user	0-100 (variable; as required and identified by CSC)		
Year 2	Monthly fee per user	0-100 (variable; as required and identified by CSC)		
Year 3	Monthly fee per user	0-100 (variable; as required and identified by CSC)		
Year 4	Monthly fee per user	0-100 (variable; as required and identified by CSC)		
		-	TOTAL:	

**Basis of Selection:

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria (M1 – M2) & (R1 - R2) of the Evaluation Criteria listed in Annex D) to be declared responsive. The responsive bid with the lowest cost-per-point evaluated price will be recommended for award of a contract.

2.0 Applicable Taxes

- (a) All prices and amounts of money in the contract are exclusive of Applicable Taxes, unless otherwise indicated. Applicable Taxes are extra to the price herein and will be paid by Canada.
- (b) The estimated Applicable Taxes of \$\(\frac{To Be Inserted at Contract Award}{\)}\) are included in the total estimated cost shown on page 1 of this Contract. The estimated Applicable Taxes 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 taxes do not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of Applicable Taxes paid or due.

Annex C – Security Requirement Check List

Government of Canada

Gouvernement du Canada

FEB 1 7 2016

Contract Number / Numéro du contrat
55107-16 - 2) 8 5 767
Security Classification / Classification de sécurité

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

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5. b) Will the supplier require access to unclassifier Regulations? Le fournisseur aura-t-il accès à des données sur le contrôle des données techniques?	·			Non Yes Non Our			
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7. e) indicate the type of information that the suppli	er will be required to access / Indiquer le ty	pe d'informatio	n auquel le foumisseur devra	avoir accès			
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TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité



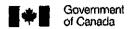
Government of Canada Gouvernement du Canada

Contract Number / Numéro du contrat 55107-16- 228 5767
Security Classification / Classification da sécurité

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Security Classification / Classification da sécurité

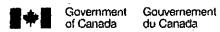


Gouvernement du Canada

Contract Number / Numéro du contrat 55107-16-7785167 Security Classification / Classification de sécurité

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Security Classification / Classification da sécurité



Contract Number / Numéro du contrat
55/07-16-2285767

Security Classification / Classification de sécurité

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PART D - AUTHORIZATION / PARTIE D - AUTORISATIO		
13. Organization Project Authority / Chargé de projet de l'or		1 5:
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
JIM LOWNEN	Asia. District DissorbiL	
	télécopleur E-mail address - Adresse cour SOO TAMES LOBALNIPLES	priet SC. Date 2015-17.10
14. Organization Sect		
Name (print) - Nom (e		Signature
Robert Wattie - Co	ntract Security Analyst	-Kitt
Telephone No N° de (P) 613-944-6669 / Rot	pert.Wattie@csc-scc.gc.ca cou	Date 0016-02-16.
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16. Procurement Officer / Agent d'approvisionnement		
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
Claudette Chabat	Contracting Officer	
Telephone No Nº de téléphone Facsimile No Nº de	Cloudatti cholist	untel Date Bresc-schage and Tab. 11/16
17. Contracting Security Authority / Autorité contractente en	matière de sécurité	, ,
Name (pṛṭrīt) - Nom (en lettres moulées)	Title - Titre	Signature
Kovame Antille	antrect Runt MK/Co	Ka Cell Th
Teléphone No N° de tétéphone Facsimile No N° de tétéphone Facsimile No N° de tétéphone G/3 948 - 1	tèlècopieur Email address - Adresse co	urner Date Way 3/16
	tpsgc-pwgsc.	gc.ca

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Security Classification / Classification de sécurité .

IT Security Requirements Technical Document / Document technique – Exigences en matière de sécurité des TI

Contract # / No de contrat : 55107-16-2285767 FEB 12,2016 Date:

(La version française suit)

IT Security Requirements

The IT Security Requirements are derived from the Operational Security Standard: Management of Information Technology Security (MITS).

The requirements below apply to the above-noted contract and all contractors therein who access information of PROTECTED level sensitivity and use PROTECTED IT Equipment defined as: All Information Technology (IT) equipment and devices (such as, but not limited to, computers, laptops, USB flash drives, optical discs, memory cards, tablets) that are used to store and/or process information of PROTECTED level sensitivity.

- 1. Any suspected loss or theft of PROTECTED information must be reported by the Contractor to the Project Authority within 2 hours of detection.
- 2. All PROTECTED IT Equipment must be located in a space that meets the requirements of an Operations Zone as defined in the Treasury Board's Operational Security Standard on Physical Security.
- 3. All PROTECTED information in the Contractor's custody stored, processed and/or shared electronically must be encrypted using a product that meets Government of Canada (GC) encryption standards as defined in ITSA-11E CSEC Approved Cryptographic Algorithms for the Protection of Sensitive Information and for Electronic Authentication and Authorization Applications within GC and protected by a strong password (minimum 8 characters, uppercase letters, lowercase letters and numbers).
- 4. All PROTECTED information in the Contractor's custody must be stored in Canada only. Storage of PROTECTED information outside Canada is prohibited. Only Canadian-based cloud storage services that are specifically-authorised by the department may be used to store PROTECTED information; all other cloud services are prohibited.
- 5. Current antivirus software must be installed and enabled with the most current virus definitions, updates and maintained on all PROTECTED IT Equipment.
- 6. The Operating System (OS) on all PROTECTED IT Equipment must be a vendor-supported (i.e. current security patches must still be available and the product not have reached end of life) and the most recent OS and applications security patches must be installed and updated with the most current version.
- 7. Each authorized user who accesses PROTECTED IT Equipment must have use their own unique account with user-level privileges and protected by a strong password. Computer accounts must not be shared. Computer accounts with Administrator-level privileges must be used for system administration tasks only and must not be used to access the Internet.
- Security event logging must be enabled and logs kept for a minimum of 1 month on all PROTECTED IT Equipment.

IT Security Requirements Technical Document / Document technique - Exigences en matière de sécurité des TI

- 9. A password protected screen saver set to 15 minutes or less must be enabled on all PROTECTED IT Equipment.
- All PROTECTED IT Equipment that is connected to the Internet must reside behind a network router that is securely-configured using industry best practices (e.g. NAT-enabled firewall, password-protected and documented configuration, security logging enabled, maintained and reviewed, and filtered access).
- 11. All PROTECTED IT Equipment must have its hard drives (and other internal storage) containing PROTECTED information removed and secured with the Contractor prior to the equipment being removed from the Contractor's premises for service.
- 12. If it has been determined that a hard drive used to store and/or process PROTECTED information is no longer serviceable, the hard drive must be removed from its host equipment and surrendered to the Project Authority for destruction.
- 13. When devices such as computer hard drives and portable data storage devices are no longer required to store or process PROTECTED information, the information must be securely destroyed in accordance with ITSG-06 Clearing and Declassifying Electronic Data Storage Devices. Any PROTECTED information stored on approved cloud storage services must also be deleted when no longer needed.
- 14. When PROTECTED information is displayed on a computer screen or viewed in printed format, it must not be viewable by unauthorized persons.
- 15. Any remote access to the Contractor's Information System and the PROTECTED information contained therein, including all remote connections to computers and other network devices, must be secured using industry best practices, e.g. encrypted connection, two-factor authentication, security logging, split tunneling disabled, access control lists, Contractor-provided and standard remote access software. Any party using the remote access must also meet all requirements listed in this document.

In addition, for contracts where a connectivity requirement has been identified in the SRCL (i.e. "yes" to question 11e), the following IT Security requirements must be met:

- 16. All PROTECTED equipment that has access to OMS, its ancillary applications or CSC's email system must meet the following requirements:
 - a. The BIOS is password-protected.
 - The BIOS is configured to allow booting only from the C: drive.
 - c. All wireless capability is disabled.
 - d. The system is locked or shut down when not in use.

IT Security Requirements Technical Document / Document technique – Exigences en matière de sécurité des TI

- 17. All PROTECTED equipment that has access to OMS, its ancillary applications or CSC's email system. must never have the following installed and/or used on the equipment:
 - a. Hacking tools that could circumvent security controls.
 - b. Peer-to-peer (P2P) software used to communicate with other systems over the Internet
 - c. Client-server software such as web servers, proxy servers or file servers, except Citrix Receiver.
 - d. Webmail services except Outlook Web Access to connect to CSC.
 - e. Remote-control software (unless specifically-authorised by the department).
 - f. Cloud services (e.g. Google Drive, Dropbox, Apple iCloud), unless specifically-authorised by the department (see Requirement 4).

Departmental Security - Physical and Personnel

In addition to the aforementioned items, compliance with the following items below is assumed through Designated Organization Screening (DOS) and Document Safeguarding Capability (DSC) verifications conducted by CISD:

- Each Contractor, Contractor's agents, subcontractors, volunteers or any other parties requiring access to PROTECTED information must hold a valid RELIABILITY STATUS security clearance, granted by the Canadian Industrial Security Directorate (CISD) of Public Works and Government Services Canada (PWGSC) and have a legitimate need-to-know for the information provided.
- When not in use, all portable data storage devices containing PROTECTED information must be secured in a security container that meets GC security standards within an Operations Zone.
- All documentation produced or completed by the Contractor which contains PROTECTED information must have its sensitivity labeled in the upper right hand corner on the face of each page of the document. Also, all removable storage media such as USB devices and backup tapes must be labelled with the sensitivity level of the information contained therein, e.g. PROTECTED.

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 (MUST ADDRESS M1 M2) listed below in 'Mandatory Technical Criteria'.
 - Rated Technical Criteria (MUST ADDRESS R1 R2) listed below in '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

- I. 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.

Service correctionnel Canada

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 –

As a supplier bidding in this tender process, you must substantiate all the mandatory requirements listed below by indicating and proving how you meet the requirement. Failure to do so will disqualify your proposal from being considered.

#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met
M1	The contractor must have a minimum of two years experience in providing lone worker monitoring service.		
M2	The proposed work alone system must be compatible with current government blackberry technology without requiring modifications.		

POINT RATED TECHNICAL CRITERIA -	
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#	Point Rated Technical Criteria	Max Score	Bidder Response (Bidder to explain how points are obtained and reference location in bid)
R1	The contractor must demonstrate the simplicity of its system for use by the CSC staff.	10	
R2	The contractor must demonstrate how it would be able to meet: -the criteria listed in Annex A – Statement of Work	20	
	Total # of points		
	Minimum Score Required:	22.5	

^{**} In addition to meeting all of the mandatory evaluation criteria, bidders must achieve an overall minimum score of <u>22.5 points</u>. Contractor selection will be based on the bidder offering the **lowest compliant cost-per-point proposal**, determined by dividing the bid price by the total points achieved in the technical evaluation of the bidder's proposal.

In the event of a tie, the proposal with the greater number of years of experience providing the service will prevail.