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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.

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

The Work to be performed is detailed under Article 2 (Part 6) 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@boa-opo.gc.ca](mailto:boa-opo@boa-opo.gc.ca). You can also obtain more information on the OPO services available to you at their website at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).



## **PART 2 - BIDDER INSTRUCTIONS**

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

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) 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 (2016-04-04) 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.**

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

Delete: sixty (60) days  
Insert: one hundred and twenty (120) days

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

Bids must be submitted only to Correctional Service 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 the province of 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.



## 1. Bid Preparation Instructions

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

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

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

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

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

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

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

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

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

- i. 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**.



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

### **1. Evaluation Procedures**

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

#### **1.1 Technical Evaluation**

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

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

#### **1.2 Financial Evaluation**

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

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

### **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](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equality/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equality/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;
- (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.



### **1.3 Status and Availability of Resources**

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

### **1.4 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.
- 1.2 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).
- 1.3 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.
- 1.4 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.
- 1.5 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 1.6 The Contractor/Offeror must comply with the provisions of the:
  - a. Security Requirements Check List and security guide (if applicable), attached at Annex C;
  - b. *Industrial Security Manual* (Latest Edition).

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

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

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

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) 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 (2016-04-04), 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 (2008-12-12), Personal Information apply to and form part of the Contract.



Use the following supplemental general conditions only when the contractor must collect and/or use personal information about individuals to perform the work (e.g., processing individuals' health information). Before including these supplemental general conditions in the contract, contracting officers must consult with Legal Services to ensure they are necessary.

These conditions do not specifically address the numerous policies that apply to Canada's use and handling of personal information, such as the Treasury Board (TB) Privacy Impact Assessment Policy and Guidelines, the various TB policies concerning privacy and data protection, and the TB Policy on Management of Information Technology. Any additional requirements necessitated by these policies will need to be reflected elsewhere in the contract.

Contracting officers must consult Legal Services if there are concerns about the personal information being stored in Canada, to determine whether it would also be appropriate to use clause [A9122C](#).

When more than one supplemental general conditions apply to the requirement, contracting officers must list the supplemental general conditions in the priority of documents clause in ascending order based on the identification number.

### **3.3 Replacement of Specific Individuals**

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

## **4. Term of Contract**

### **4.1 Period of the Contract**

The period of the Contract is from October 1, 2016 to September 30, 2019 inclusive.

### **4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two(2) additional one(1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be



exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## **5. Authorities**

### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Edward Desormo  
Title: Regional Contracting Officer  
Correctional Service Canada  
Branch/Directorate: Contracting and Material services  
Telephone: (613) 536-4959  
Facsimile: (613)-536-4571  
E-mail address: edward.desormo@csc-scc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

## **6. Payment**

### **6.1 Basis of Payment**

### **6.2 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are excluded and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### **6.3 SACC Manual Clauses**

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



## **6.5 Travel and Living Expenses**

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

## **7. Invoicing Instructions**

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

7.2 Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the following address for certification and payment.

Correctional Service Canada  
Area Director  
Sudbury Parole  
19 Lisgar Street, Room 302  
Sudbury, Ontario  
P3E 3L4

## **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 the Province of Ontario.

## **10. Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the Supplemental General Conditions 4008 (2008-12-12), Personal Information;
- (c) the General Conditions 2010B (2016-04-04), General Conditions - Professional Services (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Evaluation Criteria;
- (h) the Contractor's bid dated \_\_\_\_\_ (to be inserted at contract award)



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

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

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

## **12. Insurance**

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](http://www.csc-scc.gc.ca) or any other CSC web page designated for such purpose.

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

17.1 In this section, "Public Entity" means the municipal, provincial or federal government body authorized to enforce any laws concerning health and labour applicable to the performance of the Work or any part thereof.

17.2 The Contractor shall comply with all laws concerning health and labour conditions applicable to the performance of the Work or part thereof and shall also require compliance of same by all its subcontractors when applicable.

17.3 The Contractor upon any request for information or inspection dealing with the Work by an authorized representative of a Public Entity shall forthwith notify the Project Authority or Her Majesty.

17.4 Evidence of compliance with laws applicable to the performance of the Work or part thereof by either the Contractor or its subcontractor shall be furnished by the Contractor to the Project Authority or Her Majesty at such time as the Project Authority or Her Majesty may reasonably request."

## **18. Identification Protocol Responsibilities**

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

18.1 During the performance of any Work at a Government of Canada site, the Contractor and each Contractor Representative must be clearly identified as such at all times;

18.2 During attendance at any meeting, the Contractor or Contractor Representatives must identify themselves as such to all meeting participants;

18.3 If the Contractor or a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as the Contractor or an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under the e-mail account Properties. This identification protocol must also be used in all other correspondence, communication, and documentation; and



18.4 If Canada determines that the Contractor is not complying with any of the obligations stated in this article, Canada will advise the Contractor and request that the Contractor implement, without delay, appropriate corrective measures to eliminate recurrence of the problem.

### **19. Dispute Resolution Services**

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

### **20. Contract Administration**

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

### **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 [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.

### **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 Contractors" website: <http://www.csc-scc.gc.ca/text/pblct/ctrctr-modules/mod-intro-eng.shtml>.

## **ANNEX A – Statement of Work**

Consistent with the Mission Statement and Strategic Objectives of the Correctional Service of Canada (CSC), a Urinalysis Collection Program is required for the Sudbury area. The program must be in compliance with the Corrections and Conditional Release Act, Corrections and Conditional Release Regulations, and Guidelines and Policy under the Act.

### **Urinalysis Collection Program**

#### **1. The Department shall:**

- 1.1 Ensure that the contractor is provided with all necessary documentation including Regulations, Directives, and Guidelines for compliance to be maintained.
- 1.2 Provide procedural instruction in the surveillance, procurement and shipment of samples.
- 1.3 Refer offenders for urinalysis testing.
- 1.4 Establish procedures for shipment of samples to the CSC specified laboratory for testing.
- 1.5 Facilitate the process of securing Reliability Status security clearance for persons providing the services.
- 1.6 Provide the required paperwork, sample containers, courier bags, courier bills of lading, cooler to store the collections and appropriate security storage container for paperwork/referrals.
- 1.7 The Departmental Representative/Project Authority, acting on behalf of the Minister, shall complete a Standard Evaluation form during the contract period. A copy will be sent to the Contracting Authority.

#### **2. The Contractor shall:**

- 2.1 Upon referral, collect urine samples from federally released offenders. These collections may occur in the Parole Office, Reporting Centre, Community Based Residential Facility (CBRF), the offender's private residence, or in an area designated by CSC.
- 2.2 The collector must be of the same gender as the offender providing the sample.
- 2.3 Ensure the integrity of the sample by confirming required security seals are in place on the container, signatures have been obtained on the container, and prepare the container for shipment to the specified laboratory for testing.
- 2.4 Ship the samples with a bill of lading to the approved laboratory for testing.
- 2.5 Samples will be collected in compliance with Section 66(1) of the CCRA regulations, and CD 566/566-11; or updated policy with the maintenance of privacy, confidentiality and non-disclosure as to the identity of the donor. Cost of the protective gloves is the responsibility of the contractor (collector).
- 2.6 Present the offender with form 1064-1 (Community Notification to Provide a Urine Sample) prior to each test, and obtain a signature, complete the Chain of Custody Form and distribute copies of the form as indicated.
- 2.7 Complete the urinalysis log sheets monthly and/or a detailed invoice and forward to the respective office responsible for the supervision of the offender.
- 2.8 Attend court hearings, meetings with auditors, or meet with CSC managers as required.

- 2.9 The collector must complete the CSC Urinalysis Collectors Training Program (at the contractor's expense) prior to commencing services.
- 2.10 All cases assessed by CSC to meet the tandem supervision policy will require tandem partner accompaniment whenever a urine sample is collected in the offender's private residence or isolated community location (CD 715).
- 2.11 In the event of a planned absence of the Contractor, it is the Contractor's responsibility to arrange for a qualified substitute collector.
- 2.12 The CSC supervising parole office must be immediately notified in the event of an offender's refusal or inability to provide a sample, and or any suspicious behaviour is noted. If this occurs outside the established working schedule, the National Monitoring Centre protocol will be followed.
- 2.13 The contractor will be responsible for personal liability coverage at their discretion.
- 2.14 Normally, collections will occur during regular working hours, Monday to Friday, between 0700 hours and 1800 hours.
- 2.15 There may be a requirement to collect, from time to time, on weekends and after normal working hours. There may be a requirement to collect on an emergency basis, in which a 3 to 4 hour response time will be required.
- 2.16 The contractor will normally provide non-scheduled collection upon 24 hours notice.
- 2.17 The collector will provide 24 hours notice for cancellation of collections. This notice will be provided to the Area Director or Office Urinalysis Coordinator.

### **3. Travel**

Travel Expenses shall not exceed the current National Council rates.

### **4. Administration Costs**

Reimbursement for actual administrative costs will be paid upon receipt of invoices as part of the monthly invoice not to exceed \$250.00 per contract year. Items to be covered include paper supplies, latex gloves etc, subject to approval of the Project Authority.

### **5. Cancellations**

There shall be no charges when CSC provides at least 24 hours of notice of cancellation of collections. This notice will normally be provided by the Area Director or Office Urinalysis Coordinator.

When CSC provides less than 24 hours notice of cancellation of collection, this shall be subject to a minimum charge of one-half the collection rate. Telephone notification or telephone message to the receiving unit, of notification of cancellation will constitute compliance with this requirement.

Greater Ontario and Nunavut District  
**Sudbury Parole Office**  
 34,344 sq. km.

District principal de l'Ontario et du Nunavut  
**Bureau de libération conditionnelle de Sudbury**  
 34,344 km. carrés

**Municipalities**

*Percentages represent the area of each municipality contained within the Parole Office boundary. Municipalities where land coverage is less than 5% have been excluded.*

**Municipalités**

*Les pourcentages représentent la superficie de chaque municipalité contenue à l'intérieur des limites du bureau de libération conditionnelle. Les municipalités où la superficie est moins de 5% ont été exclues.*

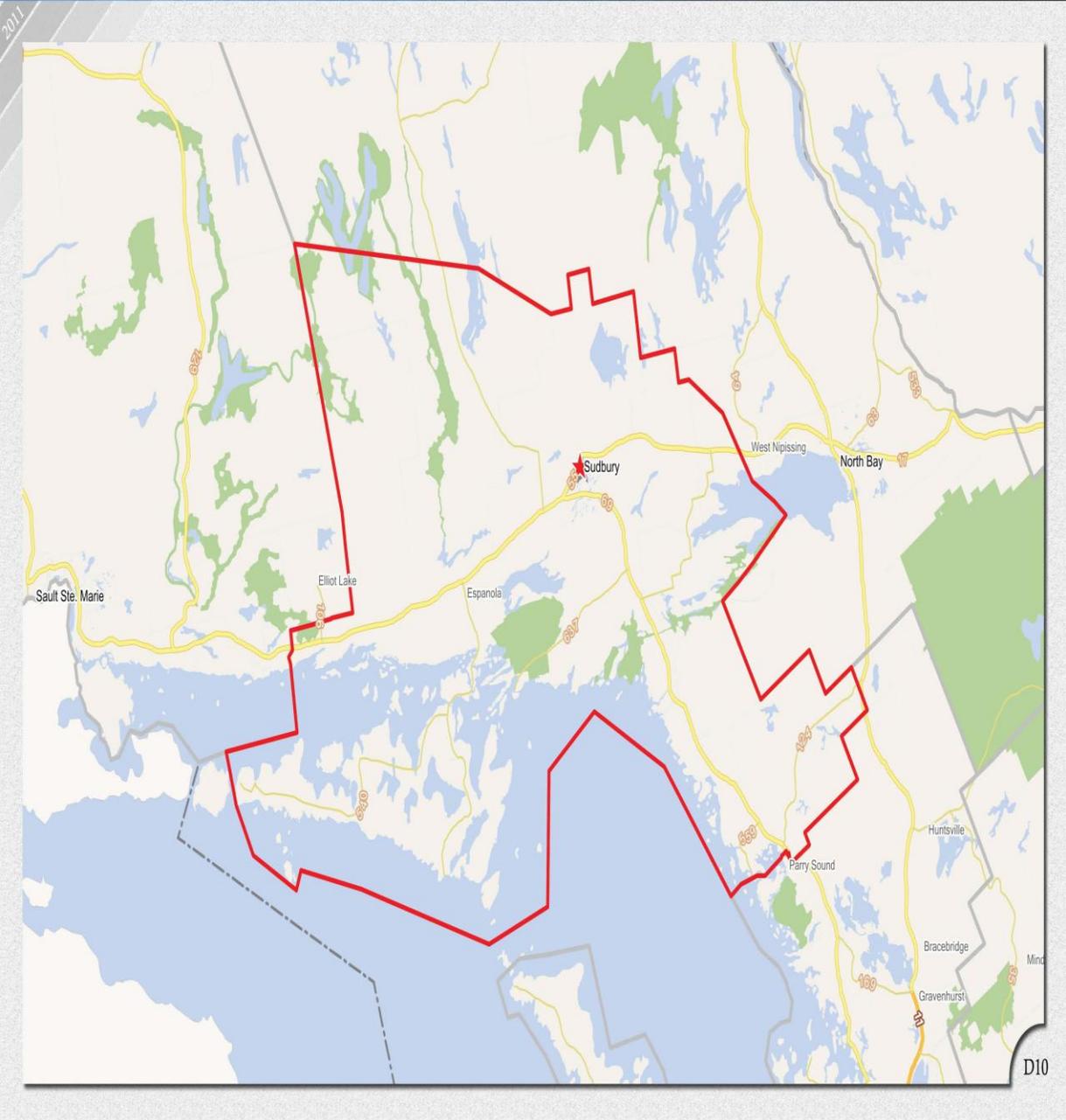
Algoma, Unorganized, South East Part (100%), Assiginack (100%), Baldwin (100%), Billings (100%), Burpee and Mills (100%), Carling (98%), Central Manitoulin (100%), Dokis 9 (23%), Espanola (100%), French River (100%), French River 13 (100%), Gordon/Barrie Island (100%), Gore Bay (100%), Greater Sudbury (100%), Henvey Inlet 2 (100%), Killarney (100%), Magnetawan (100%), Magnetawan 1 (100%), Manitoulin, Unorganized, Mainland (100%), Manitoulin, Unorganized, West Part (100%), Markstay-Warren (100%), McDougall (100%), M'Chigeeng 22 (West Bay 22) (100%), McKellar (100%), Nairn and Hyman (100%), Naiscoutaing 17A (100%), North Shore (99%), Northeastern Manitoulin and the Islands (100%), Parry Sound, Unorganized, Centre Part (45%), Sables-Spanish Rivers (100%), Sagamok (100%), Serpent River 7 (100%), Shawanaga 17 (100%), Shegualandah 24 (100%), Sheshegwaning 20 (100%), Spanish (100%), St.-Charles (100%), Sucker Creek 23 (100%), Sudbury, Unorganized, North Part (17%), Tehkummah (100%), The Archipelago (55%), Wahnapiitei 11 (100%), West Nipissing (46%), Whitefish Lake 6 (100%), Whitefish River (Part) 4 (100%), Whitefish River (Part) 4 (100%), Whitestone (100%), Wikwemikong Unceded (100%), Zhiibaahaasing 19A (Cockburn Island 19A) (100%)

**Adjacent Offices**

Barrie Parole Office, North Bay Sub-Office for Sudbury, Sault Ste. Marie Sub-Office for Sudbury

**Bureaux avoisinants**

Bureau de libération conditionnelle de Barrie, Bureau secondaire de North Bay pour Sudbury, Bureau secondaire de Sault Ste. Marie pour Sudbury



## 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.

#### 1.1 Professional Fees October 01, 2016 to September 30, 2019

Resource Category	Number of Assessments per year "A"	Firm Per Assessment Rate "B"	Total A X B = C
Per individual collection at a parole office, CBRF, reporting centre or police station, the offender's private residence, or in an area designated by CSC.	40		
Group of scheduled collections at a CBRF, fee per hour	85		
Court costs (per hour, for actual court time, attending required audits or meetings with a CSC manager plus mileage)	20		
<b>TOTAL:</b>			

### 2.0 Options to Extend the Contract Period:

Subject to the exercise of the option to extend the Contract period in accordance with Article 4. Term of contract of the original contract, Options to Extend Contract, the Contractor will be paid the firm all inclusive Per Diem rate(s), in accordance with the following table, Applicable Taxes extra, to complete all Work and services required to be performed in relation to the Contract extension.

The Contractor must advise the Project Authority when 75% of the Contract's financial limitation is reached. This financial information can also be requested by the project Authority on an as-requested basis.

#### 2.1 Professional Fees October 01, 2019 to September 30, 2020

Resource Category	Number of Assessments per year "A"	Firm Per Assessment Rate "B"	Total A X B = C
Per individual collection at a parole office, CBRF, reporting centre or police station, the offender's private residence, or in an area designated by CSC.	40		
Group of scheduled collections at a CBRF, fee per hour	85		
Court costs (per hour, for actual court time, attending required audits or meetings with a CSC manager plus mileage)	20		

	<b>TOTAL:</b>	
--	---------------	--

**2.2 Professional Fees October 01, 2019 to September 30, 2020**

Resource Category	Number of Assessments per year "A"	Firm Per Assessment Rate "B"	Total A X B = C
Per individual collection at a parole office, CBRF, reporting centre or police station, the offender's private residence, or in an area designated by CSC.	40		
Group of scheduled collections at a CBRF, fee per hour	85		
Court costs (per hour, for actual court time, attending required audits or meetings with a CSC manager plus mileage)	20		
		<b>TOTAL:</b>	

**3.0 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 \$ 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.





Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat: 24470-84-2303085

**PART A: PROTECTED INFORMATION**

1. Will the supplier provide access to PROTECTED under CLASSIFIED COMSEC information or assets?  
 Le fournisseur fournira-t-il des renseignements ou des biens COMSEC protégés (selon la PPG) EPTP ou CLASSIFIED?  
 If Yes, indicate the level of sensitivity: / Oui, indiquez le niveau de sensibilité:  No / Non  Yes / Oui

2. Will the supplier require access to sensitive personal information or assets?  
 Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC de nature strictement confidentielle?  
 No / Non  Yes / Oui

3. Will the supplier require access to sensitive personal information or assets?  
 Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC de nature strictement confidentielle?  
 No / Non  Yes / Oui

Document Number / Numéro du document: \_\_\_\_\_

**PART B: PROTECTED INFORMATION (COMSEC) - PROTECTED INFORMATION**

10.4 - Will the supplier possess (or intend to possess) any of the following information or assets?  
 AUTHORITY STATUS / COTE DE FIANCILE  CONFIDENTIAL / CONFIDENTIEL  SECRET / SECRET  TOP SECRET / TRÈS SECRET  
 NATO SECRET - NATO / SECRET - OTAN  NATO CONFIDENTIAL / CONFIDENTIEL OTAN  NATO SECRET / SECRET OTAN  COMSEC TOP SECRET / COMSEC TRÈS SECRET  
 GATE ACCESS / ACCÈS AUX BARRIÈRES

NOTE: If multiple levels of access are involved, a Security Classification Guide must be provided.  
 REMARQUE: Si plus d'un niveau de sécurité de renseignements ou de biens, un guide de classification de renseignements doit être fourni.

11. (1) Will untrusted personnel be used for portions of the work?  
 Du personnel non autorisé sera-t-il utilisé pour des parties du travail?  No / Non  Yes / Oui  
 If Yes, will untrusted personnel be screened?  
 Dans l'affirmative, le personnel sera-t-il contrôlé?  
 No / Non  Yes / Oui

**INFORMATION ASSETS / BIENS D'INFORMATION**

11. (a) Will the supplier be required to receive and store PROTECTED under CLASSIFIED information or assets of its site or premises?  
 Le fournisseur sera-t-il tenu de recevoir et d'entreposer par voie des renseignements ou des biens PROTECTED sous COMSEC?  
 No / Non  Yes / Oui

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 / Non  Yes / Oui

**PRODUCTION**

11. (c) Will the production (manufacture, distribution and/or installation) of PROTECTED under CLASSIFIED material or assets occur at the supplier's site or premises?  
 Les opérations de fabrication, de distribution et/ou d'installation de matériel PROTECTED sous COMSEC auront-elles lieu au site du fournisseur?  
 No / Non  Yes / Oui

**PRODUCTION TECHNOLOGY (IT) MEDIA / SUPPORT RELIANT À LA TECHNOLOGIE DE L'INFORMATION (IT)**

11. (d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED under CLASSIFIED information or assets?  
 Le fournisseur devra-t-il utiliser ses systèmes informatiques pour traiter, produire ou stocker des renseignements ou des biens PROTECTED sous COMSEC?  
 No / Non  Yes / Oui

11. (e) Will there be an electronic link between the supplier's IT systems and the government's controlled information?  
 Des systèmes informatiques seront-ils connectés électroniquement au fournisseur et/ou à des renseignements ou des biens gouvernementaux?  
 No / Non  Yes / Oui



Government of Canada / Gouvernement du Canada

Control Number / Numéro de contrôle: 24470-1-2303085  
Security Classification / Classification de sécurité

2303085 (20080101) (Classification de sécurité)  
For users completing the form manually see the Summary sheet below to indicate the categories and level(s) of clearance required at the end of the form.  
Les utilisateurs qui remplissent le formulaire manuellement doivent indiquer le niveau requis des catégories pour indiquer, pour chaque catégorie, le niveau de sécurité requis aux indications de l'annexe.

For users completing the form on the MS Word format, the primary sheet is automatically populated by your response to email questions. Once the MS Word interface has completed its formulae on the MS Word file, the response sheet questions and sub-questions will be populated with data in table 1, receipt 1/1.

SUMMARY SHEET / TABLEAU RÉCAPITULATIF

Group Category / Catégorie	Access / Accès		Classification / Classification		Info						Control / Contrôle			
	Y	N	SECRET	CONFIDENTIAL	SECRET	CONFIDENTIAL	SECRET	CONFIDENTIAL	SECRET	CONFIDENTIAL	SECRET	CONFIDENTIAL	SECRET	CONFIDENTIAL
SECRET														
CONFIDENTIAL														
SECRET														
CONFIDENTIAL														

4) Is the description of the work contained within this page PROTECTED under CLASSIFIED?  
 La description du travail visé par le présent document est-elle protégée par la classification de sécurité?  
 No / Non  Yes / Oui

If Yes, classify this form by indicating the top and bottom in the appropriate "Security Classification".  
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans le cas contraire à la Classification de sécurité à utiliser au bas du formulaire.

5) Will the dissemination status of this form be PROTECTED under CLASSIFIED?  
 Le statut de diffusion de ce document sera-t-il protégé par la classification de sécurité?  
 No / Non  Yes / Oui

If Yes, classify this form by indicating the top and bottom in the appropriate "Security Classification" and indicate with which term(s) (e.g. SECRET AND CONFIDENTIAL).

Étant affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans le cas contraire à la Classification de sécurité à utiliser au bas; et si l'un des termes est indiqué que vous devez indiquer (p. ex. SECRET AND CONFIDENTIAL) avec des guillemets.

SECRET (20080101)

Security Classification / Classification de sécurité





Government of Canada / Gouvernement du Canada

Contract Number / Numéro de contrat  
21470-21-2303085  
Security Classification / Classification de sécurité

13. Contract / Contrat Name (print) - Nom (en lettres majuscules) Charles Guillemette				Title - Titre /2004/0086 - Military Area Profile		Signature <i>Challemette</i>	
Telephone No. - N° de téléphone 706-674-4128		Facsimile No. - N° de télécopieur 706-674-4128		E-mail address - Adresse courriel charles.guillemette@scscc.gc.ca		Date 2016-01-11	
To: <b>Robert Wattie - Contract Security Analyst</b>				Signature <i>[Signature]</i>		Date 2016-02-18	
From: (P) 613-944-6669 / Robert.Wattie@cscc-scc.gc.ca				Signature <i>[Signature]</i>		Date 2016-02-05	
Name (print) - Nom DAVE BARLTROP Profession T: 015-546-6216 / F: 013-930-4573 Dave.Barltrop@CSCC-SCC.GC.CA				Signature <i>[Signature]</i>		Date 2016-02-05	
To: <b>Nancy Cryan</b> Agente de sécurité des combats et visites Contracts and Visits Security Officer Direction de la sécurité industrielle Canadienne Canadian Industrial Security Directorate 613-957-1018 nancy.cryan@ipcsc-pwgsc.gc.ca				Signature <i>[Signature]</i>		Date 2016-03-07	

13-00000-00000000

Security Classification / Classification de sécurité

Canada



## Annex D Evaluation Criteria

### 1.0 Technical Evaluation:

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

- Mandatory Technical Criteria

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

- 1.2 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.
- 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 – 21470-21-2303085**

#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met
M1	Each proposed resource (sample collector) must be able to collect urine samples throughout the designated area as demonstrated by experience in at least one (1) project where they had to provide services in at least one (1) location over the designated area(as defined in Annex "A") in the last two (2) years.		
M2	Each proposed resource must have performed biological sample urine collection for a minimum of six (6) months in the last three (3) years.		
M3	The bid must include a Curriculum Vitae for each of the proposed resource sample collector(s).		
M4	Bidders must provide two (2) written references to demonstrate the experience claimed in 1.1.2.2. Bidders must provide current contact information for each reference (name, address, current telephone and e-mail address).		