RETURN BIDS TO : RETOURNER LES SOUMISSIONS À :

Bid Receiving - Réception des soumissions:

Correctional Service Canada Mailroom, 1st floor 340 Laurier Ave West Ottawa, ON K1A 0P9 ATTN: Owen Nicholl

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal to: Correctional Service Canada

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

Proposition à: Service Correctionnel du Canada

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

Comments — Commentaires:

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

Vendor/Firm Name and Address — Raison sociale et adresse du fournisseur/de l'entrepreneur :					
Telephone # — Nº de Téléphone :					
Fax # — No de télécopieur :					
Email / Courriel :					
GST # or SIN or Business # — N° de TPS ou NAS ou N° d'entreprise :					

Title — Sujet:	
Toxicology Expertise - Urinalysis	
Solicitation No. — Nº. de l'invitation	Date:
21120-17-2247031-A	30-08-2016
Client Reference No. — Nº. de Ré	férence du Client
21120-17-2247031-A	
GETS Reference No. — Nº. de Ré	férence de SEAG
21120-17-2247031-A	
Solicitation Closes — L'invitation	prend fin
at /à : 14:00 (EDT)	
on / le: 11-10-2016	
F.O.B. — F.A.B. Plant – Usine: Destination:	Other-Autre:
See herein Address Enquiries to — Soumetti	
Address Enquiries to — Soumetti	re toutes questions a:
owen.nicholl@csc-scc.gc.ca	
Telephone No. – Nº de téléphone: F	ax No. – Nº de télécopieur:
613-943-5219	13-992-1217
Destination of Goods, Services and Co Destination des biens, services et cons	
See herein	
Instructions: See Herein Instructions: Voir aux présentes	
Delivery Required — Livraison exigée : See herein	Delivery Offered – Livrasion proposée : Voir aux présentes
Name and title of person authorized to	
Nom et titre du signataire autorisé du	tourmsseur/de l'entrepreneur
Name / Nom	Title / Titre
Signature	Date
(Sign and return cover page with big Signer et retourner la page de couve	

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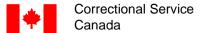
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PART 1 - GENERAL INFORMATION

1. Security Requirement

- 1.1 At the date of bid closing, 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. 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. 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 (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 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 five (5) business days before the bid closing date. Enquiries received after that time may not be answered.

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

4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in 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: four (4) 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 <u>Policy on Green Procurement</u> (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 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 E – 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 noncompliant.

2. Basis of Selection – Mandatory Technical Criteria

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

3. Averaged evaluated price calculation example

The following example shows a situation where the averaged evaluated price (\$110/hr) is calculated for a bidder having met all mandatory technical evaluation criteria:

	А	В	С	D	E = (A+B+C+D) / 4
	Contract Period	Option Period #1	Option Period #2	Option Period #3	Averaged Evaluated Price*
All Inclusive Firm Hourly Rate	\$100/hr	\$110/hr	\$120/hr	\$130/hr	\$115/hr

^{*}Figures are rounded up to the second decimal when necessary.

The prices shown in the table above are fictitious and used for the sole purpose of providing a calculation example.

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;
- (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	a FPS	in receipt	of a pe	nsion?
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.

1.5 Education and Experience

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

1.6 SAMHSA Independent

By submitting a bid, the Bidder certifies that it and/or its proposed resource(s) is independent (personally and professionally) of any Substance Abuse and Mental Health Services Administration (SAMHSA) accredited laboratory that is currently on contract with CSC for drug testing of human urine samples or has the potential to be on contract with CSC for drug testing of human urine.

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 apply to and form part of the Contract.
 - The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid **Designated Organization Screening** (**DOS**), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
 - The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
 - 3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
 - 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).

2. Statement of Work

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

2.1 Task Authorization

As more than one contract will be awarded for this requirement based on a proportional basis, a request to perform a task may be sent to either contractor(s). If the contractor confirms in writing that they are unable to perform the task, the request to perform a task should then be forwarded to the other contractor. If no contractor can perform the task, Canada reserves the right to acquire the required Work by other means. A contractor may advise the Project Authority and the Contracting Authority in writing that it is unable to carry out additional tasks as a result of previous commitments under a TA and no request to perform a task will be sent to that contractor until that contractor has given notice in writing to the Project Authority and the Contracting Authority that it is available to perform additional tasks.

2.1.1 Task Authorization Process

- 1. The Project Authority will provide the Contractor with a description of the task using the Task Authorization Form specified in Annex D.
- 2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis(bases) and methods of payment as specified in the Contract.

- 3. The Contractor must provide the Project Authority, within five (5) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
- 4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

2.1.2 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of \$10,000.00, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

2.1.3 Minimum Work Guarantee - All of the Work - Task Authorizations

1. In this clause.

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means five (5) percent.

- 2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- 3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- 4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

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 (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 Replacement of Specific Individuals

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

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from contract award to 30-June-2017 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 three (3) additional one-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: xxxxxxxxxxxx Title: xxxxxxxxxxxxx

Correctional Service Canada

Branch/Directorate: Comptroller's Branch

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)

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.

5.3 Contractor's Representative

The Authorized Contractor's Representative is:

Name: (XXX) Title: (XXX) Company: (XXX) Address: (XXX)

(XXX)

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

Payment 6.

6.1 Basis of Payment – Firm Unit Price(s) - Task Authorizations

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm unit price(s) in accordance with the basis of payment, in Annex B, as specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

6.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

- Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ Customs duties are included and Applicable Taxes are extra.
- No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.

- The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
- 4. 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 Method of Payment

SACC Manual clause H1008C (2008-05-12), Monthly Payment

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

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the *National Joint Council Travel Directive* and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Project Authority.

All payments are subject to government audit.

Estimated Cost: \$6,000.00

7. Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- 2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract.

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 a	nd governed,	and the relation	ns between t	the parties
determined, by the laws in force in				

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 General Conditions 2010B (2016-04-04), General Conditions Professional Services (Medium Complexity);
- c) Annex A Statement of Work;
- d) Annex B Basis of Payment;
- e) Annex C Security Requirements Check List;
- f) the signed Task Authorizations (including all of their annexes, if any);
- g) the Contractor's bid dated _____.

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@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.

21. Privacy

- 21.1 The Contractor acknowledges that Canada is bound by the Privacy Act, R.S.C. 1985, c. P-21, with respect to the protection of personal information as defined in that Act. The Contractor shall keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract, and shall not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract.
- 21.2 All such personal information is the property of Canada, and the Contractor shall have no right in or to that information. The Contractor shall deliver to Canada all such personal information in whatever form, including all copies, drafts, working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to this Contract, upon the completion or termination of the Contract, or at such earlier time as the Minister may request. Upon delivery of the personal information to Canada, the Contractor shall have no right to retain that information in any form and shall ensure that no record of the personal information remains in the Contractor's possession.

22. Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract:_____.

23. Replacement of Specific Individuals

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

24. Proactive Disclosure of Contracts with Former Public Servants (will be inserted if applicable)

Annex A - Statement of Work

The Correctional Service of Canada (CSC) requires expertise in the area of toxicology as it relates to drug testing of human urine.

1.1 Background

Commissioner's Directive 566-10 (Urinalysis Testing) requires that authorized toxicologists are contracted to provide expert advice.

1.2 Objectives

To provide expertise in the area of drug testing urinalysis.

1.3 Tasks

On an as and when requested basis, the Contractor must:

- a) Review, assess and provide recommendations to CSC on urinalysis testing;
- b) Inspect laboratories providing urinalysis testing to CSC according to the Research Triangle Institute, Substance Abuse and Mental Health Services Administration (SAMHSA) standards, at a minimum twice a year, and at any other time as requested by the PA:
- Provide expert opinions and testimony on all subject matters relating to urinalysis and drugs abuse (the drugs that are tested for by urinalysis are found listed in the CSC's Commissioner's Directive 566-10);
- d) Review results from the laboratories and assess their quality assurance/control procedures;
- e) Provide independent interpretation of laboratory results in order to determine the national trends, on a annual basis, according to the Federal Government's fiscal calendar year (April 1 to March 31);
- f) Provide expert advice on urinalysis testing, interpretation of results, and any other issue related to substance abuse to the CSC National and Regional Urinalysis Coordinators;
- g) If applicable and in relation to the expertise provided as part of this contract, provide testimony in Court on behalf of CSC; and
- h) Provide an analysis of the trends observed in the urinalysis test results for CSC.

1.4 Expected Results

Expert advice in Forensic Toxicology to ensure CSC's action in term of Urinalysis Detection is consistent with the latest developments in analytical/forensic toxicology.

1.5 Performance Standards

The Contractor must be available during CSC's regular working hours (8 a.m to 8 p.m), Monday to Friday to receive call and/or email from CSC employees.

1.6 Deliverables

The Contractor must submit the following deliverables:

- a) Annual* reports based on Laboratories results identifying any trend or problematic issues;
- b) A report following any laboratory's inspection including a proposed action plan if required; and
- c) Expert advice on urinalysis testing if required by the PA.

^{*}Annual report means the period of April 1st to March 31st of each year.

The deliverables must be delivered in an MS-Word format.

1.7 Location of work

- a. The Contractor must perform the work the contractor's place of business.
- b. Travel
 - i. Travel will be required for performance of the work related with the contract of the Laboratories performing Urine analysis for CSC or any other destination requested by the PA.

1.8 Language of Work

The Contractor must perform all work in English.

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 hourly rate below in the performance of this Contract, Applicable Taxes extra.

CONTRACT PER	RIOD – CONTRACT AWA	RD TO 30-JUNE-2017
Resource Name	Estimated Level of Effort	All Inclusive Firm Hourly Rate
	500 hours	\$/hour

^{*}The estimated level of effort consists of the **entire** requirement's estimated total number of hours per contract year and is an estimation made in good faith. It is not to be considered in any way as a commitment from CSC.

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 all inclusive firm hourly 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.

OPTION P	ERIOD #1 - 01-JULY-2017	TO 30-JUNE-2018
Resource Name	Estimated Level of Effort	All Inclusive Firm Hourly Rate
	500 hours	\$/hour
OPTION P	ERIOD #2 - 01-JULY-2018	TO 30-JUNE-2019
Resource Name	Estimated Level of Effort	All Inclusive Firm Hourly Rate
	500 hours	\$/hour
OPTION P	ERIOD #3 - 01-JULY-2019	TO 30-JUNE-2020
Resource Name	Estimated Level of Effort	All Inclusive Firm Hourly Rate
	500 hours	\$/hour

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 \$_____ 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

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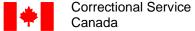
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Annex D - Task Authorization

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Security Requirements: This task includes security require		-				
Exigences relatives à la sécurité : Cette tâche comprend d	les exigences relatives à la	sécurité				
No – Non Yes – Oui If YES, ref	er to the Security Require	ements Checklist (SRCL) inc	luded in the Co	ntract		
·	• •	des exigences relatives à la se		mract		
For Revision only – Aux fins de révision seuleme		<u> </u>				
TA Revision Number, if applicable	Total Estimated Cost of Ta	ask (applicable taxes extra)		ecrease (applicable taxes extra), as		
	pefore the revision	^-1 /41:1-1	applicable			
	Coût total estimatif de la ta	sus), s'il y a li	ou réduction (taxes applicables en			
'	sus) sus), s'il y					
	5		\$			
Start of the Work for a TA: Work cannot cor				s travaux ne peuvent pas		
TA has been authorized in accordance with the	he conditions of the	•	e l'AT soit a	utorisée conformément au		
contract.		contrat.				
1. Required Work: - Travaux requis:						
A. Task Description of the Work required – Descri	ption de tâche des trava	aux requis	See	Attached – Ci-Joint		
[Describe the work the contractor must perform in décrire les travaux que l'entrepreneur doit effectue						
de tâches standard]	i dans cette case, inclui	e la description comme p	iece jointe ou	se reporter a r aimexe A s ii s agit		
de taches standard						
B. Basis of Payment – Base de payment						
As per Annex B of the Contract – Conformément à	l'Annexe B du contrat	i.				
C. Cost of Task (to be completed by contractor) – Coût of	la la tânha (à nammlátar na	u 1' antuanuan ayu)				
C. Cost of Task (to be completed by contractor) – Court	ie ia tache (a completer pa	ir i entrepreneur)				
[Select the appropriate costing table according to the basis				the contract- choisir le tableau des		
coûts qui s'applique selon la base de paiement du contrat	, ou se référer à l'annexe I	B base de paiement du contra	it.]			
Category, Level and Name of Proposed Resource	Per Diem - Taux	Estimated number of (sel	ect as	Fotal Cost – Coût total		
Category, Lever and Name of Proposed Resource	quotidien	appropriate) Days (OR)	icci as	rotar Cost – Cout totar		
Catégorie, niveau et nom de la resource proposée	(OR – OU)	Hours				
	Hourly Rate – Taux	No. 1				
	horaire	Nombre estimé de (choisi cas) jours (OU) d'heures	r selon le			
		Jours (50) a neures				
ESTIMATED COST PROFESSIONAL SER	 VICES	ATIF SERVICES PROFES	SIONELS			
ESTIMATED COST FROF ESSIONAL SER ESTIMATED TRAVEL & LIVING EXP						
		SUBS	SISTANCE			
	TOTAL ESTIMATED	COST – COÛT ESTIMAT	IF TOTAL			

(OR – OU)		
Deliverable or milestone – Produit livrable ou étape		All-inclusive Firm price – prix ferme tout compris
ESTIMATED TRAVEL & LIVING EXPENSES – ESTIMÉ DES FRAIS DE D	DÉPLACEMENT SUBSISTANCE	
TOTAL ESTIMATED COST – COÛT ESTI		
(OR – OU)		
As per Annex B of the Contract – Conformément à l'Annexe B du contrat.		
D. Method of Payment – Méthode de payment		
[Insert the applicable method of payment, as per the Contract clauses – Insérer contrat.]	la méthode de pai	ement qui s'applique, conformément au clauses du
2. Authorization(s) – Autorisation(s)		
By signing this TA, the authorized client and (or) the CSC Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the contract.	En apposant sa signature sur l'AT, le client autorisé et (ou) l'autorité contractante du SCC atteste(nt) que le contenu de cette AT respecte le conditions du contrat.	
TA and its revisions is in excess of this limit, the TA must be forwarded to the la valeur de l'AT et ses révisions dé		isation du client est précisée dans le contrat. Lorsque et ses révisions dépasse cette limite, l'AT doit être orité contractante du SCC pour autorisation.
Name and title of authorized client – Nom e	et titre du client auto	risé à signer
Signature		Date
CSC Contracting Authority – Autor	rité contractante du l	SCC
Signature		Date
3. Contractor's Signature – Signature de l'entrepreneur		
Name and title of individual authorize Nom et titre de la personne autorisée à sig	-	
Signature		Date



Annex E - 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 should be provided for each project/employment experience.
 - Where the stated experience was acquired within a Canadian Federal Government Department or Agency as a Public Servant or as a consultant, the reference must be a Public Servant who had a supervisory role over the proposed resource during the stated employment.
 - Where the stated experience was acquired within an organization outside a Government Department or Agency, the reference must be the organization's employee who was identified as the Supervisor of the project on which the proposed resource acquired the experience.
 - III. References should be presented in this format:
 - a. Name:
 - b. Organization;
 - c. Current Phone Number; and
 - Email address if available

1.6 Response Format

- In order to facilitate evaluation of proposals, it is recommended that bidders' proposals address the Ι. mandatory criteria in the order in which they appear in the Evaluation Criteria and using the numbering outlined.
- 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

#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met
M1	The Bidder's proposed resource must have training as a laboratory inspector.		
	*Proof of training must be provided.		
M2	Within the last seven (7) years, the Bidder's proposed resource must have five (5) years of experience in forensic toxicology.		
	Bidders must provide the following details as to how the stated experience was obtained; and reference should be provided:		
	 Name of the client and contact information; When (start date and end date) the experience was acquired; and Details about the work performed. 		
M3	Within the last ten (10) years, the Bidder's proposed resource must have a minimum of five (5) years experience providing reports or testimony in areas of forensic testing and quality control.		
	Bidders must provide the following details as to how the stated experience was obtained; and reference should be provided:		
	 Name of the client and contact information; When (start date and end date) the experience was acquired; and Details about the work performed. 		
M4	Within the last five (5) years, the Bidder's proposed resource must have at least two (2) years experience in drug testing.		
	Bidders must provide the following details as to how the stated experience was obtained; and reference should be provided:		
	 Name of the client and contact information; When (start date and end date) the experience was acquired; and Details about the work performed. 		
M5	The Bidder's proposed resource must have PhD* in organic chemistry, biochemistry, or		

#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met
	*A copy of the diploma must be provided.		