



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
21120-18-2479936

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

Proposal to: Correctional Service Canada

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

Proposition à: Service Correctionnel du Canada

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

Comments — Commentaires :

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

Vendor/Firm Name and Address —
Raison sociale et adresse du fournisseur/de
l'entrepreneur :

Telephone # — N° de Téléphone :

Fax # — No de télécopieur :

Email / Courriel : _____

GST # or SIN or Business # — N° de TPS
ou NAS ou N° d'entreprise :

Title — Sujet: Values and Ethics Consultant(s)	
Solicitation No. — N° de l'invitation	Date:
21120-18-2479936	23-06-2017
Client Reference No. — N° de Référence du Client 21120-18-2479936	
GETS Reference No. — N° de Référence de SEAG 21120-18-2479936	
Solicitation Closes — L'invitation prend fin at / à : 14:00 (EDT) on / le : 02-08-2017	
F.O.B. — F.A.B. Plant – Usine: Destination: Other-Autre: See herein	
Address Enquiries to — Soumettre toutes questions à: Owen.nicholl@csc-scc.gc.ca	
Telephone No. – N° de téléphone:	Fax No. – N° de télécopieur:
613-943-5219	613-992-1217
Destination of Goods, Services and Construction: Destination des biens, services et construction: See herein	
Instructions: See Herein Instructions : Voir aux présentes	
Delivery Required — Livraison exigée : See herein	Delivery Offered – Livraison proposée : Voir aux présentes
Name and title of person authorized to sign on behalf of Vendor/Firm Nom et titre du signataire autorisé du fournisseur/de l'entrepreneur	

Name / Nom	Title / Titre

Signature	Date
(Sign and return cover page with bid proposal / Signer et retourner la page de couverture avec la proposition)	



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

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

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries, Bid Solicitation
4. Applicable Laws

PART 3 - BID PREPARATION INSTRUCTIONS

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection
3. Averaged evaluated price calculation example

PART 5 - CERTIFICATIONS

1. Certifications Precedent to Contract Award

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement
2. Statement of Work
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications
9. Applicable Laws
10. Priority of Documents
11. Termination on Thirty Days Notice
12. Insurance No Specific Requirement
13. Ownership Control
14. Closure of Government Facilities
15. Tuberculosis Testing
16. Compliance with CSC Policies
17. Health and Labour Conditions
18. Identification Protocol Responsibilities
19. Dispute Resolution Services
20. Contract Administration



21. Privacy
22. Proactive Disclosure of Contracts with Former Public Servants
23. Information Guide for Contractors

List of Annexes:

- Annex A – Statement of Work
- Annex B – Proposed Basis of Payment
- Annex C – Task Authorization Form
- Annex D – Evaluation Criteria
- Annex E – Security Requirement Check List



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 sites 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.

1.2 Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

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

2. Statement of Work

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

2.1 Multiple Contract(s)

This bid solicitation is being issued to satisfy the requirement of Correctional Service Canada for the provision of values and ethics advisement services. It is intended to result in the award of up to a maximum of two (2) contracts as a result of this bid solicitation.

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 [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 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 [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 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.

1.1.2 Point Rated Technical Criteria

Proposals will be evaluated to determine their score with regards to the point rated criteria outlined in **Annex D – Evaluation Criteria**.

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 – Highest Combined Rating of Technical Merit (60%) and Price (40%):

To be responsive, a bid must:

- a) comply with all the requirements of the bid solicitation;
- b) meet all the mandatory requirements of the bid solicitation; and
- c) obtain the required minimum score of 70% overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 34 total points.
- d) Bids not meeting a), b) and c) above will be deemed non-responsive.
- e) the evaluation will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
 - i. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
 - ii. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
 - iii. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
 - iv. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted.



- v. The responsive bids will be ranked in descending order of combined rating of technical merit and price; the responsive bid with the highest combined rating of technical merit and price being ranked first. Of the highest ranked responsive bids in descending order of combined rating of technical merit and price, the bids that ranked in first and second place will be recommended for award of a contract. Two (2) contracts will be awarded. In the event two or more responsive bids have the same highest combined rating of technical merit and price, these bids will be ranked in descending order of the score obtained for all of the point rated technical criteria detailed herein; the responsive bid obtaining the highest score being ranked the highest.

- vi. If two or more responsive bidders have proposed the same resource, the following will apply:

 If two responsive bidders who submitted the same proposed resource are ranked in the first and second place in descending order of combined rating of technical merit and price, one contract will be awarded to the bidder who ranked in first place. The bidder who ranked in second place, and all other bidders who proposed this same resource, will be declared non-responsive. The second contract will be awarded to the next highest ranked responsive bidder who submitted a proposed resource different from the resource proposed by the responsive bidder who ranked first.

- vii. The table below illustrates an example where the bids are responsive and the selection of the Contractor is determined by a 60/40 ratio of the technical merit and price, respectively. The total available points equal 42 and the lowest evaluated price is \$45,000.00

Bidder		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		39/42	35/42	33/42
Bid Evaluated Price		\$55,000 CAN	\$50,000 CAN	\$45,000.00
Calculations	Technical Merit Score	$39/42 \times 60 = 55.71$	$35/42 \times 60 = 50.00$	$33/42 \times 60 = 47.14$
	Pricing score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Score		88.44	86.00	87.14
Overall Ranking		1 st	3 rd	2 nd

Please note that, for evaluation purposes, the total Evaluated Bid Price will be calculated by adding together the total (A) X (B) for fees only, for the contract period and the option periods.



PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

The Contracting Authority will have the right to ask for additional information to verify the 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. Certification Required with the Bid

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

1.1 Integrity Provisions – Declaration of Convicted Offenses

- A) Subject to subsection B, by submitting a bid in response to this bid solicitation, the Bidder certifies that:
- i. it has read and understands the Ineligibility and Suspension Policy;
 - ii. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
 - iii. it is aware that Canada may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;
 - iv. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offenses in the Policy;
 - v. none of the domestic criminal offenses, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and proposed first tier subcontractors; and
 - vi. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
- B) Where a Bidder is unable to provide any of the certifications required by subsection A, it must submit with its bid the completed Integrity Declaration Form (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>). Bidders must submit this form to Correctional Service of Canada with their bid.

2. Certifications Precedent to Contract Award and Additional Information

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



additional information listed below within the time frame provided will render the bid non-responsive.

2.1 Integrity Provisions – Required documentation

List of names: all Bidders, regardless of their status under the Ineligibility and Suspension Policy, must submit the following information:

- i. Bidders that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- ii. Bidders bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- iii. Bidders that are a partnership do not need to provide a list of names.

List of Names:

_____	_____
_____	_____
_____	_____
_____	_____

2.2 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 to 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 the Work Force Adjustment Directive? **YES** () **NO** ().

If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;
- (f) period of lump sum payment including start date, end date and number of weeks;
- (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.3 Status and Availability of Resources

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

2.4 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.

2.5 Education and Experience



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

2.6 Certification:

By submitting a bid, the Bidder certifies that the information



PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), **Public Works and Government Services Canada (PWGSC)**.
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/**PWGSC**.
3. The Contractor/Offeror **MUST NOT** remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/**PWGSC**.
5. The Contractor/Offeror must comply with the provisions of the:
 - a) Security Requirements Check List and security guide (if applicable), attached at Annex E;
 - 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

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

2.2 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 "E".
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 and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, within two (2) calendar days of its receipt, (and acceptance of the TA) 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.



2.3 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.

2.4 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 5%.

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 [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 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 contract award to two years from contract award.

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: Owen Nicholl
Title: Senior Procurement Officer
Correctional Service Canada
Branch/Directorate: Comptroller's Branch
Telephone: 613-943-5219
Facsimile: 613-992-1217
E-mail address: owen.nicholl@csc-scc.gc.ca

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

5.2 Project Authority

The Project Authority for the Contract is:



Name: (XXX)
Title: (XXX)
Correctional Service Canada
Branch/Directorate: (XXX)
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)

6. Payment

6.1.1 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 - 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.

6.1.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. 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 \$ **(to be inserted at contract award)**, Customs duties are included and Applicable Taxes are extra.
2. 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.
3. 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 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.

6.2 Method of Payment - Monthly payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

6.3 SACC Manual Clauses

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

6.4 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: **\$ 15,000.00**

7. Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
 - b. a copy of the release document and any other documents as specified in the Contract; and
 - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
2. Invoices must be distributed as follows:



- a. The original and one (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract.

Reference must be made to the following:
Contract No.: 21120-18-2479936
Financial Code: 17510.075.00000.240.04400.1.1

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 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 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 E, 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 – No Specific Requirements

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 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.

20. Contract Administration



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

21. Privacy

21.1 The Contractor acknowledges that Canada is bound by the Privacy Act, R.S.C. 1985, c. P-21, with respect to the protection of personal information as defined in that Act. The Contractor shall keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract, and shall not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract.

21.2 All such personal information is the property of Canada, and the Contractor shall have no right in or to that information. The Contractor shall deliver to Canada all such personal information in whatever form, including all copies, drafts, working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to this Contract, upon the completion or termination of the Contract, or at such earlier time as the Minister may request. Upon delivery of the personal information to Canada, the Contractor shall have no right to retain that information in any form and shall ensure that no record of the personal information remains in the Contractor's possession.

22. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a *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: www.bit.do/CSC-EN.

Annex A – Statement of Work

1.1 Background

The Correctional Service of Canada (CSC) is the federal government agency responsible for administering sentences of a term of two (2) years or more, as imposed by the courts. CSC is responsible for managing institutions of various security levels and supervising offenders under conditional release in the community.

1.2 Mission

The Correctional Service of Canada (CSC) as part of the criminal justice system and respecting the rule of law, contributes to public safety by actively encouraging and assisting offenders to become law-abiding citizens, while exercising reasonable, safe, secure and humane control.

1.3 CSC Values

The management and staff of the CSC are guided in their work by CSC's Values Statement.

1.4 CSC Ethics Strategy

CSC is committed to reaffirming the importance of values and integrating them into its everyday actions. Consistent with the federal government's modern comptrollership initiatives, the Executive Committee (EXCOM) approved an Ethics Strategy for CSC.

1.5 Governance structure

- National Advisory Committee on Ethics
- Assistant Deputy Commissioners
- Regional Executive Management Committees
- Local Committees

1.6 Elements of the Ethics Strategy include

- A Senior Officer of Values and Ethics - Director General, Integrity and Conflict Management
- National Advisory Committee on Ethics
- CSC's Values Framework
- CSC's Office of Internal Disclosure
- A code of ethics based on behavioural expectations as described in the Standards of Professional Conduct in the Correctional Service of Canada and the Code of Discipline
- CSC's Office of Conflict Management
- Office of Values and Ethics

1.7 Values, Integrity and Conflict Management Branch

Led by the Director General of the Values and Ethics Branch it is responsible for supporting values and ethics in promoting ethical decision-making and early conflict management by suggesting ethical workplace initiatives and early conflict management processes. CSC has adopted a largely values-based approach, leaving responsibility for compliance with functional sectors and operational responsibility centres.

It includes the following three sections:

- Office of Values and Ethics
- Office of Internal Disclosure
- Offices of Conflict Management

2. Objective

To provide advice in the area of values and ethics on a variety of projects and initiatives.

3. Scope

The scope of work for this contract involves two areas of activity:

1. Participation in the National Advisory Committee on Ethics as one (1) of two (2) independent external specialists in the area of values and ethics.
2. Providing advice in the area of values and ethics on a variety of projects and initiatives when requested to do so by the Project Authority.

4. Applicable documents:

The following background documents will provide the Contractor with the information to effectively deliver values and ethics advice within the Canadian Federal Government Public Service.

CSC Corporate Website (www.csc-scc.gc.ca);
Values And Ethics Code for the Public Service;
Access to Information Act;
Criminal Code of Canada;
Financial Administration Act;
Official Languages Act and Regulations;
Privacy Act;
Canadian Charter of Rights And Freedoms;
Canadian Human Rights Act;
Public Service Modernisation Act;
Public Service Employment Act;
Public Service Labour Relations Act;
Public Servants Disclosure Protection Act;
Employment Equity Act;
Policy On The Internal Disclosure of Information Concerning Wrongdoing in the Workplace;
Policy On The Prevention and Resolution of Harassment in the Workplace; and
Policy On The Indemnification of and Legal Assistance for Crown Servants.

5. Tasks

Services shall be provided under the Contract on an as-and-when requested basis. A Task Authorization (TA) will be utilized to request tasks during the life of this contract. The tasks the Contractor must perform include, but are not limited to the following:

5.1 National Advisory Committee on Ethics (NACE):

The Contractor must participate in the National Advisory Committee on Ethics (NACE) as one of two (2) Independent external specialists and provide advice on values and ethics. This will include, but is not limited to, the following tasks:

- a) The Contractor must comprehensively and critically review and analyse the documents provided by the Project Authority prior to each NACE meeting and determine:
 - i. Whether the quantity, quality and depth of information is sufficient to support the conclusions, observations and recommendations;
 - ii. Whether the conclusions and recommendations are unbiased;
 - iii. Whether the conclusions and recommendations are evidence based where appropriate; and
 - iv. Any risks, gaps and areas needing further research.
- b) The Contractor must review the agenda items in order to prepare his/her input.
- c) The Contractor must prepare a presentation for each project she/he is currently working on that is included on the committee meeting agenda.

- d) The Contractor must base his advice and recommendations taking into account current Federal Government and CSC mandates, priority and policies as well as national and international trends in values and ethics and other information pertinent to the NACE.

The Contractor must review the NACE meeting minutes to ensure that they are accurate and complete. The Project Authority will be responsible for producing the meeting minutes.

5.2 Advice on Values and Ethics:

The tasks that the Contractor must perform, at the request of the Project Authority, include, but are not limited to, the following:

- a) Proposing and implementing innovative and transferable practices and processes related to identified deficiencies in values and ethics infrastructure and systems;
- b) Providing strategic advice and guidance to CSC senior management on organisational values, conflict management and ethics processes and systems;
- c) Providing advice and guidance to a wide range of CSC stakeholders on relevant values and ethics programs, action plans, and best practices;
- d) Promoting ethical leadership and decision-making;
- e) Providing guidance to individuals and sectors to address ethical issues and dilemmas;
- f) Identifying, researching, developing and suggesting implementation of policies and procedures that will serve to strengthen CSC's values and ethics operations;
- g) Monitoring, evaluating and providing hands-on assistance in long-term strategic areas;
- h) Reviewing and proposing amendments to legislation, guidelines concerning governance, performance reporting and risk management;
- i) Reviewing and providing advice on CSC direction, planning and performance in the area of values and ethics;
- j) Reviewing documents on current and emerging issues, including briefing materials, position papers, speaking points, policy development, corporate reporting, protocols, media information and presentations for consistency with departmental and other government department positions;
- k) Researching and preparing reports and assessments providing advice to senior officials;
- l) Monitoring and analysing media coverage and public environment on issues and initiatives;
- m) Reviewing relevant documents and reports, conducting interviews and consultations with decision-makers on issues and initiatives;
- n) Developing strategies in support of sensitive issues and initiatives;
- o) Assisting in the development of strategies in support of sensitive issues and initiatives.

6. Deliverables:

6.1 Deliverables will be specified within each resulting Task Authorization (TA). The scope of work attached to each TA will identify the particular deliverable(s), tasks, and other relevant areas of consideration that are required to be implemented by the Contractor in the provision of services. Specific deliverables include, but are not limited to the following:

6.2 At the request of the Project Authority, the deliverables that the Contractor must contribute to include, but are not limited to, the following:

- a) Assessments of organisational values and ethics culture, behaviours, policies, procedures, programs and initiatives and reports;
- b) Guidelines for management/employee dialogue regarding values and ethics;
- c) Organisational code of ethics or conduct;
- d) Identification of organisational best practices regarding values and ethics;
- e) Ethical decision-making frameworks;
- f) Organisational mechanisms for the reporting of breaches of ethical conduct;
- g) Organisational mechanisms for remedying breaches of ethical conduct;
- h) Organisational mechanisms for the reporting of conflict of interest;

- i) Organisational mechanisms for remedying conflict-of-interest;
- j) Guidelines for the conduct of organisational values and ethics audits;
- k) Performance reporting frameworks regarding values and ethics;
- l) Organisational management accountability frameworks regarding values and ethics;
- m) Instruments, tools and enablers to facilitate the development of the CSC departmental code based on organisational culture and values; and
- n) Needs analysis reports.

6.2 Quality Assurance Review of Deliverables

The Project Authority and/or his designate will review and assess any deliverable submitted by the Contractor against the following acceptance criteria:

- a) The quantity and quality and depth of any information must be sufficient to support conclusions, observations and recommendations;
- b) The deliverable must be consistent with the requirements agreed-upon between the Contractor and the Project Authority at the beginning of the work assignment;
- c) The deliverable must be unbiased;
- d) The deliverable must be free of any factual errors; and
- e) The deliverable must be evidenced-based where appropriate.

The Project Authority will return any deliverable that fails to meet the above criteria to the Contractor for revision.

6.3 Format for the Submission of Deliverables:

- a) The Contractor must submit deliverables (draft and/or final) to the Project Authority for review, comments and recommendations. The Contractor must incorporate any comments and/or recommendations as requested by the Project Authority, and produce and submit a final deliverable.
- b) The Contractor must submit any draft deliverable in an electronic, printable format (MSWord). In addition, the Project Authority may request that the Contractor submit final deliverables on a compact disk (CD) with two (2) hardcopies.
- c) Deliverables will be subject to inspection and acceptance by the Project Authority.
- d) Paper consumption:
 - i. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Project Authority.
 - ii. The Contractor must ensure printed material is on paper with a minimum recycled content of 30% and/or certified as originating from a sustainably managed forest.
 - iii. The Contractor must recycle unneeded printed documents (in accordance with Security Requirements).

7. Client support

- a) The Project Authority and/or his designate will provide relevant background information and access to CSC data.
- b) The Project Authority will provide additional information to the Contractor if the Project Authority deems it relevant to the project.
- c) The Project Authority and/or his designate will be available to respond to enquiries from the Contractor on a regular basis (at least weekly).
- d) The Project Authority and/or his designate will provide the necessary documents from relevant groups/committees as deemed relevant by the Project Authority and/or his designate.

8. Constraints

- 8.1 The Contractor must stay up-to-date with developments in values in ethics within the criminal justice and correctional environment.
- 8.2 The Contractor must stay up to date and become familiar with any new policy, standards and practices in the area of values and ethics.
- 8.3 Documentation:
Upon completion of each of the tasks, the Contractor must return to the Project Authority and/or his designate all of the documentation provided.

9. Reporting Requirements

9.1 Weekly Status Reports (required only for work assignments other than those relating to the NACE):

- a) During each work assignment, the Contractor must provide, as a minimum, weekly status reports to the Project Authority and/or his designate. The Contractor must submit the weekly status reports in writing, signed off, and must discuss them with the Project Authority and/or his designate.
- b) The status reports must include:
- i. A summary of the work completed to date and the results achieved in the previous status update; The level of effort (number of hours) expended by the Contractor;
 - ii. An assessment of the actual progress made against the project work plan; and
 - iii. A list of goals and targets for the week ahead.

9.2 Reporting of Unforeseen Issues Affecting the Progress of the Work:

The Contractor must immediately report to the Project Authority and/or his designate, by telephone with a follow up by electronic mail, any urgent issue that arises during the course of the work that could impact on its progress.

10. Scheduled Meetings

10.1 Introductory meeting:

Prior to initiating any new projects, the Project Authority and/or his designate will hold an introductory meeting with the Contractor.

10.2 Additional Meetings:

The Project Authority reserves the right to schedule additional face to face meetings, as deemed necessary, according to how each project is progressing.

10.3 NACE meetings:

The NACE committee will meet on a quarterly basis. Additional meetings may be held during a given year as requested by the Project Authority. The Contractor must attend all NACE meetings.

11. Language of Work

- 11.1 The Contractor must be able to conduct interviews and read and analyse documents and other sources of information in English.
- 11.2 The Contractor must produce all deliverables in English.
- 11.3 All NACE meetings will be held in English.
- 11.4 The CSC Project Authority is responsible for the translation of deliverables to French, as deemed necessary by the Project Authority.

12. Location of Work

- 12.1 The Contractor must perform work at a CSC or other location within the National capital region or at the Contractor's place of business as requested by the Project Authority.
- 12.2 Regardless of the work location, the Contractor must attend meetings, consult and review documentation with the Project Authority and/or his/her designate, and/or departmental staff, in person, as requested by the Project Authority. The Project Authority and/or his designate will work with the Contractor to make arrangements for suitable facilities as deemed necessary by the Project Authority.
- 12.3 Travel may be requested within the NCR in the performance of the activities described in this Statement of Work. The Contractor remains responsible for any travel expenses related to travel within the National Capital Region that may be required as part of this contract.
- 12.4 The Contractor may be requested to travel outside the National Capital Region, as requested by the Project Authority, to perform work.

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

Category of Work	Contract Period (Date of Contract to two years later)		
	Total Estimated Level of effort (A)	Firm Hourly Rate (B)	Total (A) x (B)
Advice on Ethics	510	\$	\$

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.

2.1 Option Period 1

Category of Work	Option Period 1 (End of Contract Period to one year later)		
	Total Estimated Level of effort (A)	Firm Hourly Rate (B)	Total (A) x (B)
Advice on ethics	255	\$	\$

2.2 Option Period 2

Category of Work	Option Period 2 (End of Option Period 1 to one year later)		
	Total Estimated Level of effort (A)	Firm Hourly Rate (B)	Total (A) x (B)
Advice on ethics	255	\$	\$

2.3 Option Period 3

Category of Work	Option Period 3 (End of Option Period 2 to one year later)		
	Total Estimated Level of effort (A)	Firm Hourly Rate (B)	Total (A) x (B)

Advice on ethics	255	\$	\$
------------------	-----	----	----

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 - Task Authorization / Autorisation de tâches

Contract Number – Numéro du contrat

Contractor's Name and Address – Nom et adresse de l'entrepreneur	Task Authorization (TA) No. – No de l'autorisation de tâche (AT)
	Title of the task, if applicable – Titre de la tâche, s'il y a lieu
	Total Estimated Cost of Task (applicable taxes extra) Coût total estimatif de la tâche (taxes applicables en sus) \$

Security Requirements: This task includes security requirements
Exigences relatives à la sécurité : Cette tâche comprend des exigences relatives à la sécurité

No – Non Yes – Oui If YES, refer to the Security Requirements Checklist (SRCL) included in the Contract
Si OUI, voir la Liste de vérification des exigences relatives à la sécurité

For Revision only – Aux fins de révision seulement

TA Revision Number, if applicable Numéro de révision de l'AT, s'il y a lieu	Total Estimated Cost of Task (applicable taxes extra) before the revision Coût total estimatif de la tâche (taxes applicables en sus) \$	Increase or Decrease (applicable taxes extra), as applicable Augmentation ou réduction (taxes applicables en sus), s'il y a lieu \$
--	--	---

Start of the Work for a TA: Work cannot commence until the TA has been authorized in accordance with the conditions of the contract.

Début des travaux pour l'AT : Les travaux ne peuvent pas commencer avant que l'AT soit autorisée conformément au contrat.

1. Required Work: - Travaux requis :

A. Task Description of the Work required – Description de tâche des travaux requis See Attached – Ci-Joint

[Describe the work the contractor must perform in this box, include as an attachment or refer to Annex A of the contract if the tasks are standard – décrire les travaux que l'entrepreneur doit effectuer dans cette case, inclure la description comme pièce jointe ou se reporter à l'annexe A s'il s'agit de tâches standard]

B. Basis of Payment – Base de payment

As per Annex B of the Contract – Conformément à l'Annexe B du contrat.

C. Cost of Task (to be completed by contractor) – Coût de la tâche (à compléter par l'entrepreneur)

[Select the appropriate costing table according to the basis of payment of the contract or refer to Annex B Basis of Payment of the contract– choisir le tableau des coûts qui s'applique selon la base de paiement du contrat, ou se référer à l'annexe B base de paiement du contrat.]

Category, Level and Name of Proposed Resource Catégorie, niveau et nom de la ressource proposée	Per Diem - Taux quotidien (OR – OU) Hourly Rate – Taux horaire	Estimated number of (select as appropriate) Days (OR) Hours Nombre estimé de (choisir selon le cas) jours (OU) d'heures	Total Cost – Coût total
ESTIMATED COST PROFESSIONAL SERVICES – COÛT ESTIMATIF SERVICES PROFESSIONNELS			
ESTIMATED TRAVEL & LIVING EXPENSES – ESTIMÉ DES FRAIS DE DÉPLACEMENT ET DE SUBSISTANCE			
TOTAL ESTIMATED COST – COÛT ESTIMATIF 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 DÉPLACEMENT ET DE SUBSISTANCE	
TOTAL ESTIMATED COST – COÛT ESTIMATIF TOTAL	

(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 la méthode de paiement qui s’applique, conformément au clauses du contrat.]

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 les conditions du contrat.

The client's authorization limit is identified in the contract. When the value of the TA and its revisions is in excess of this limit, the TA must be forwarded to the CSC Contracting Authority for authorization

La limite d’autorisation du client est précisée dans le contrat. Lorsque la valeur de l’AT et ses révisions dépasse cette limite, l’AT doit être transmise à l’autorité contractante du SCC pour autorisation.

Name and title of authorized client – Nom et titre du client autorisé à signer

Signature

CSC Contracting Authority – Autorité contractante du SCC

Signature

3. Contractor's Signature – Signature de l’entrepreneur

Name and title of individual authorized to sign for the Contractor
Nom et titre de la personne autorisée à signer au nom de l’entrepreneur

Signature



Annex D - Evaluation Criteria

Bidders must submit a separate mandatory requirement grid for each work stream, each submission for each work stream will be evaluated separately.

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 or as a consultant**, 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 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 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.

2.0 MANDATORY TECHNICAL CRITERIA

2.1 The Proposed Resource:

Table 2.1	
MANDATORY REQUIREMENT	DEMONSTRATED COMPLIANCE:
<p>M1 The proposed resource must have a minimum of five (5) years experience in providing advice on values and ethics to public sector organisations within the last ten (10) years prior to bid closing.</p> <p>The public sector is defined as municipal, provincial and/or federal governments, their agencies, including the military, schools, hospitals and public healthcare facilities.</p> <p>Providing advice is defined as providing analyses, recommendations, opinions, expertise and/or reporting in the area of values and ethics.</p> <p>Bidders must provide the following details as to how the stated experience was obtained:</p> <ol style="list-style-type: none"> 1. Name of the client organization(s) and contact information; 2. The total number of years/months of experience performing the above mentioned. 3. Start and end dates of the projects; 4. Nature and scope of the services provided; 5. A reference that can confirm the proposed resource's experience. 	
<p>M2 The proposed resource must have provided advice to organizations on the development of at least two (2) of the following values and ethics deliverables during the last five (5) years prior to bid closing.</p> <p>Providing advice is defined as providing analyses, recommendations, opinions, expertise and/or reporting in the area of values and ethics for each deliverable submitted.</p> <p>Each project must have lasted at least two (2) months.</p> <ol style="list-style-type: none"> i. an assessment of the values and ethics culture of an organisation; ii. guidelines for management/employee dialogue regarding values and ethics; iii. organisational code of ethics or conduct; iv. an ethical decision-making framework; v. organisational mechanisms for the reporting of breaches of ethical conduct; 	



<p>vi. Organizational mechanisms for remedying breaches of ethical conduct.</p> <p>Bidders must provide the following details as to how the stated experience was obtained:</p> <ol style="list-style-type: none"> 1. Name of the client organization(s) and contact information; 2. The total number of years/months of experience performing the above mentioned. 3. Start and end dates of the projects; 4. Nature and scope of the services provided; 5. A reference that can confirm the proposed resource's experience. 	
<p>M3 The proposed resource must have a minimum of six (6) months of experience as an external adviser on values and ethics to a values and ethics committee in a public sector organisation during the last five (5) years prior to bid closing.</p> <p>The public sector is defined as municipal, provincial and/or federal governments, their agencies, including the military, schools, hospitals and public healthcare facilities.</p> <p>Bidders must provide the following details as to how the stated experience was obtained:</p> <ol style="list-style-type: none"> 1. Name of the client organization(s) and contact information; 2. The total number of years/months of experience performing the above mentioned. 3. Start and end dates of the projects; 4. Nature and scope of the services provided; 5. A reference that can confirm the proposed resource's experience. 	

2.2 Rated Requirements:

In addition to the above mandatory requirements, proposals will be evaluated and scored according to the following rated requirements. It is incumbent upon the bidder to provide sufficient detail to fully assess the experience.

Rated Requirements	Max Score	Proposal Score	Rationale for score
<p>R1 The proposed resource will be rated on additional experience, in excess of mandatory requirement M1, in providing advice on values and ethics to public sector organisations.</p> <p>Less than 6 months = 0 points 6 months to 1 year = 2 point more than 1 year to 2 years = 4 points more than 2 years to 3 years = 6 points more than 3 years to 4 years = 8 points</p>	10 points		



<p>more than 4 years = 10 points</p> <p>The public sector is defined as municipal, provincial and/or federal governments, their agencies, including the military, schools, hospitals and public healthcare facilities.</p> <p>Providing advice is defined as providing analyses, recommendations, opinions, expertise and/or reporting in the area of values and ethics.</p> <p>Bidders must provide the following details as to how the stated experience was obtained:</p> <ol style="list-style-type: none"> 1. Name of the client organization(s) and contact information; 2. Start and end dates of the projects; 3. Nature and scope of the services provided; 4. A reference that can confirm the proposed resource's experience. 			
<p>R2 The proposed resource will be rated on providing advice to organizations on the development of more of the following values and ethics deliverables, above and beyond the two submitted for mandatory requirement M2, during the last seven (7) years prior to bid closing.</p> <p>Providing advice is defined as providing analyses, recommendations, opinions, expertise and/or reporting in the area of values and ethics for each deliverable submitted.</p> <p>Each project must have lasted at least two (2) months.</p> <p>Each deliverable will only be counted once.</p> <ol style="list-style-type: none"> i. an assessment of the values and ethics culture of an organisation; ii. guidelines for management/employee dialogue regarding values and ethics; iii. organisational code of ethics or conduct; iv. an ethical decision-making framework; v. organisational mechanisms for the reporting of breaches of ethical conduct; vi. organisational mechanisms for remedying breaches of ethical conduct. <p>1 deliverable = 2.5 points 2 deliverables = 5 points 3 deliverables = 7.5 points 4 deliverables = 10 points</p> <p>Bidders must provide the following details as to how the stated experience was obtained:</p> <ol style="list-style-type: none"> 1. Name of the client organization(s) and contact information; 2. Start and end dates of the projects; 3. Nature and scope of the services provided; 4. A reference that can confirm the proposed resource's experience. 	10 points		



<p>R3 The proposed resource will be rated on experience in providing advice on values and ethics to public sector organisations involved in the Canadian correctional system (Federal or Provincial) within the last seven (7) years prior to bid closing.</p> <p>Providing advice is defined as providing analyses, recommendations, opinions, expertise and/or reporting in the area of values and ethics.</p> <p>Less than 6 months = 0 points 6 months to 12 months = 2 points 13 months to 18 months = 3 points 19 months or more = 4 points</p> <p>Bidders must provide the following details as to how the stated experience was obtained:</p> <ol style="list-style-type: none"> 1. Name of the client organization(s) and contact information; 2. Start and end dates of the projects; 3. Nature and scope of the services provided; 4. A reference that can confirm the proposed resource's experience. 	<p>4 points</p>		
<p>R4 The proposed resource will be rated on experience in excess of mandatory requirement M3 as an external adviser on values and ethics to a values and ethics committee in a public sector organisation during the last five (5) years prior to bid closing.</p> <p>The public sector is defined as municipal, provincial and/or federal governments, their agencies, including the military, schools, hospitals and public healthcare facilities.</p> <p>Less than 6 months = 0 points 6 months to 1 year = 2.5 point more than 1 year = 5 points</p> <p>Bidders must provide the following details as to how the stated experience was obtained:</p> <ol style="list-style-type: none"> 1. Name of the client organization(s) and contact information; 2. Start and end dates of the projects; 3. Nature and scope of the services provided; 4. A reference that can confirm the proposed resource's experience. 	<p>5 points</p>		
<p>R5 The proposed resource will be rated on the highest postsecondary degree or diploma obtained, up to a maximum of five (5) points.</p> <p>The degree or diploma must have included a minimum one course on values and ethics.</p> <p>Doctorate degree (Ph.D.) = 5 points Masters degree = 3 points Bachelor's degree = 2 points College diploma = 1 point</p> <p>Bidders must provide the name of the college or University, the date at which the degree or diploma was obtained and provide a</p>	<p>5 points</p>		



copy of the degree. For the values and ethics courses completed, Bidders should provide the title of the course as well as a brief description of the course content.			
Total Score	34 points		



Annex "E" – Security Requirement Check List
(Please refer to the following 4 pages)