Service correctionnel Canada

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

Bid Receiving - Réception des soumissions:

Att: RHQFinance/Procurement/Bids RHQ Finance/Procurement/Bids AR Finance/Approvisionnements/Soumissions Correctional Service Canada 1045 Main Street, 2nd Floor Moncton, NB E1C1H1

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:	
Community Aboriginal Liaison Ser	
Solicitation No. — Nº. de l'invitation	Date: February 26th, 2019
21206-19-3002062	
Client Reference No. — Nº. de Réfé	erence du Client
21206-19-3002062	
GETS Reference No. — Nº. de Réfé	érence de SEAG
PW-19-00865495	
Solicitation Closes — L'invitation p	orend fin
at 2:00 PM ADT /à: 14h00 HAA	
on March 14th, 2019/ le 14 mars , 2	019
F.O.B. — F.A.B. Plant – Usine: Destination:	Other-Autre:
Address Enquiries to — Soumettre Danielle Blanchet	<u>-</u>
Regional Contract Officer /Agente	de contrat regional
	x No. – Nº de télécopieur: 6-851-6327
Destination of Goods, Services and Con Destination des biens, services et constr	
New Brunswick	
Instructions: See Herein Instructions: Voir aux présentes	
	elivery Offered – Livrasion roposée : Voir aux présentes
Name and title of person authorized to s Nom et titre du signataire autorisé du fo	_
Name / Nom	Title / Titre
Signature	Date
(Sign and return cover page with bid Signer et retourner la page de couvert	

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PART 1 - GENERAL INFORMATION

1. Security Requirement

- 1.1 Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 -Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work 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.

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. Set-aside Under the Federal Government Procurement Strategy for Aboriginal Business (PSAB)

This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business.

5. 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.

6. 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, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

2. Submission of Bids

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

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

3. Former Public Servants

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the <u>Public Service</u> <u>Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes () No ()

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with <u>Contracting</u> 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.

4. 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.

5. Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid: three (3) hard copies Section II: Financial Bid: one (1) hard copy Section III: Certifications: one (1) hard copy

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

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

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

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

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

- i. use 8.5 x 11 inch (216 x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
 - use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duo tangs or binders.

2. Section I: Technical Bid

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

3. Section II: Financial Bid

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

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

3.1 Exchange Rate Fluctuation

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

4. Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

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

1.2 Financial Evaluation

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

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

2. Basis of Selection

SACC Manual Clause A0031T (2010-08-16) – Mandatory Technical Criteria

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. 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.

1.1 Integrity Provisions – Declaration of Convicted Offenses

Service correctionnel Canada

- 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.

1.2 Integrity Provisions – Required documentation

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

- 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:	
OR	
☐ The Bidder is a partnership	

During the evaluation of bids, the Bidder must, within 10 working days, inform the Contracting Authority in writing of any changes affecting the list of names submitted with the bid.

1.3 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 available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_cont ractor_program.page?&_ga = 1.229006812.1158694905.1413548969).

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.

1.4 Status and Availability of Resources

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

1.5 Set-aside for Aboriginal Business

 This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business, For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see <u>Annex 9.4</u>, Supply Manual.

2. The Bidder:

- i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
- ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
- iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the abovementioned annex.
- 3. The Bidder must check the applicable box below:
 - i. () The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.
 OR
 - () The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
- 4. The Bidder must check the applicable box below:
 - i. () The Aboriginal business has fewer than six full-time employees.
 OR

- ii. () The Aboriginal business has six or more full-time employees.
- 5. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.
- 6. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

If requested by the Contracting Authority, the Bidder must provide the following certification for

each owner and employee who is Aboriginal:

1. I am _______ (insert "an owner" and/or "a full-time employee") of ______ (insert name of business), and an Aboriginal person, as defined in Annex 9.4 of the Supply Manual entitled "Requirements for the Set-aside Program for Aboriginal Business".

2. I certify that the above statement is true and consent to its verification upon request by Canada.

Printed name of owner and/or employee

Signature of owner and/or employee

Date

1.6 Language Requirements – Bilingual 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 both official languages of Canada (French and English). The individual(s) proposed must be able to communicate orally and in writing in French and English without any assistance and with minimal errors..

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

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

- 1.1 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).
- 1.2 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.
- 1.3 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.
- 1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 1.5 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".

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

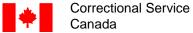
2010B (2018-06-21), General Conditions - Professional Services (Medium Complexity), apply to and form part of the Contract.

3.2 Supplemental General Conditions

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

3.3 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:
 - 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.

Term of Contract

4.1 Period of the Contract

The period of the Contract is from May 1, 2019 to April 30, 2020 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 one (1) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

5. **Authorities**

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Danielle Blanchet Title: Regional Contract Officer Correctional Service Canada

Branch/Directorate: RHQ/Finance/Material Management

Telephone: 506-851-7690 Facsimile: 506-851-6327

E-mail address: Danielle.blanchet@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:

Service correctionnel Canada

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.

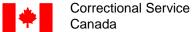
[Fill in at contract award only.]

5.3 Contractor's Represent	tative
The Authorized Contractor's R	epresentative is:
Name: Title: Company: Address:	
Telephone: Facsimile: E-mail address:	-
6. Payment	
6.1 Basis of Payment	
performance of the Work, as da limitation of expenditure of \$	sed for the costs reasonably and properly incurred in the letermined in accordance with the Basis of Payment in Annex B, to (insert the amount at contract award).

6.2 Limitation of Expenditure

- 1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____.

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



3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.3 Method of Payment

SACC Manual Clause H1008C (2008-05-12) - Monthly Payment

6.4 SACC Manual Clauses

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

6.5 Travel and Living Expenses

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, and private vehicle allowances specified 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". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

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

All payments are subject to government audit.

Estimated Cost: \$10,000.00

7. Invoicing Instructions

- 7.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- 7.2 Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the following address for certification and payment.

Attention: Regional Administrator, Aboriginal Initiatives Correctional Service Canada 1045 Main Street Moncton NB E1C 1H1

8. Certifications and Additional Information

8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

9. Applicable Laws

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

10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the Supplemental General Conditions (4008 (2008-12-12) personal information
- (c) the General Conditions 2010B (2018-06-21) Professional Services (Medium Complexity);
- (d) Annex A, Statement of Work
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) the Contractor's bid dated _____(to be inserted at contract award)

11.Termination on Thirty Days Notice

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

12. Insurance 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 applicable of a term and condition of this contract. The Office of Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa-opo.gc.ca.

20. Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by (the supplier or the contractor or the name of the entity awarded this contract) 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. Proactive Disclosure of Contracts with Former Public Servants

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

22. 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.

23. Government Site Regulations

SACC Manual Clause A9068C (2010-01-11) - Site Government Regulation

ANNEX A - Statement of Work

Community Aboriginal Liaison Services

The Contractor shall provide Aboriginal Liaison Services to Aboriginal offenders in New Brunswick as follows:

Deliverables

Community Aboriginal liaison services shall be provided to clients referred by the Correctional Service of Canada (CSC) (ie. Federal and Provincial offenders who have applied for parole or who are under supervision by CSC)

- Provide healing, spiritual and cultural teachings to New Brunswick First Nations offenders.
- Provide Personal Counselling with offenders considered the core of the Elders' role in the community.
- Provide Teachings to offenders, specifically addressing a topic from a traditional perspective for an individual or group.
- Arrange or Conduct Ceremonies such as the sweat lodge ceremony, the pipe ceremony, naming ceremonies, the sweet grass ceremony and to lead in smudging when they participate in a discussion with individuals or groups in meetings.
- Acquire necessary supplies for above-mentioned ceremonies.
- Deliver Conflict Resolution mediation and clarifying issues as situations arise when called upon.
- Build Social Networks within the offenders' host community to assist in the transition back to family and the community.
- Participate in CSC Community Re-integration meetings when applicable.
- Report on offender meetings as per requested by CSC.
- Assisting the Aboriginal Community Development Officer (ACDO) in section 84 process of the Corrections and Conditional Release Act (CCRA), http://laws-lois.justice.gc.ca/eng/acts/C-44.6/page-24.html#docCont. as required.

Reporting

A monthly report shall be provided with the monthly invoice to ensure that the scope of work is being undertaken. The monthly report shall include the following:

- Provide names of offenders for whom assistance was provided for case planning
- The name of the offender, number of contacts and the services provided
- All contacts with ACDO, for Section 84 of the CCRA, shall be included in the monthly reports
- The Parole Officer Supervisor will perform a review and approve all the work to be performed.

Contractor shall complete a written report on every contact/collateral that has taken place for or on behalf of each offender. An electronic version of the report (in Microsoft Word format) prepared by the contractor shall be delivered to CSC within ten (10) working days following the contact or activity. This report will subsequently be entered in a casework record in the Offender Management System (OMS) by CSC.

Travel

The Contractor shall travel on behalf of CSC throughout New Brunswick to provide the services, as outlined in the deliverables and at the CSCs request.

Only at the Project Authorities request shall the Contractor travel outside of New Brunswick for other activities, which may include attending meetings.

Travel shall be in accordance with the National Joint Council Travel Directive.

ANNEX B - Proposed Basis of Payment

Initial Contract Period May 1, 2019 to April 30, 2020

Labour at the following all inclusive rates:	Extended Price (rate x estimated number of units)
Aboriginal Community Liaison service fee of \$ per day for a maximum of 150 days.	\$
2. 2 nd Aboriginal Community Liaison service of \$ per day for maximum of 20 days.	\$
2. A rate of \$ 50.00 per ceremony** for supplies necessary to conduct the ceremony for a maximum of 100 ceremonies.	\$ 5,000.00
Travel***	
3. Actual and reasonable travel expenses	\$10,000.00
4. Administration fee	\$ 5,000.00
TOTAL ESTIMATED COST 2019-2020	\$

1St Option Year May 1, 2020 to April 30, 2021

Labour at the following all inclusive rates:	Extended Price (rate x estimated number of units)
Aboriginal Community Liaison service fee of \$ per day for a	
maximum of 150 days.	\$
2. 2 nd Aboriginal Community Liaison service of \$ per day for	
maximum of 20 days.	\$
2. A rate of \$ 50.00 per ceremony** for supplies necessary to conduct the ceremony for a maximum of 100 ceremonies.	\$ 5,000.00
Travel***	
3. Actual and reasonable travel expenses	
	\$10,000.00
4. Administration fee	
	\$ 5,000.00
TOTAL ESTIMATED COST 2020-2021	
	\$

^{*} Payment for these services will be paid upon certification and acceptance by the Parole Officer Supervisor.

^{**} This rate must be pre-authorized by the Project Authority and will only be paid if a CSC referred offender is attending the ceremony.

^{***} Travel must be pre-authorized by the Project Authority and will be reimbursed at National Joint Council Travel Directive rates in effect at the time of travel.

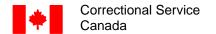
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Annex C - Security Requirement Check List

Government Gouvern		2/20/ Contract Number	/ Numéro du contrat
of Canada du Cana	ada	$\alpha 1 \alpha 0 6 - 19 - 30$	02061
		Security Classification /	Classification de sécurité
	SECURITY REQUIREMENTS	CHECK LIST (SRCL)	
	ÉRIFICATION DES EXIGENCES	RELATIVES À LA SÉCURITÉ (I	LVERS)
PART A - CONTRACT INFORMATION / PA 1. Originating Government Department or Or	RTIE A - INFORMATION CONTRACTO	JENES 2 Propph or Directoral	e / Direction générale ou Direction
Ministère ou organisme gouvernemental o			
3. a) Subcontract Number / Numéro du contr		and Address of Subcontractor / Nor	
Brief Description of Work / Brève description	on du travail		
ACIS provides the required support and services to offenders on conditional release in the community		s and communities. Elder Services are the	en provided to Indigenoud
offenders on conditional release in the community teachings and performing ceremonies.	. Indigenous offenders in the community are	receiving services through this contract w	hich includes counselling,
5. a) Will the supplier require access to Cont			No Yes
Le fournisseur aura-t-il accès à des ma			V Non U Oui
5. b) Will the supplier require access to uncla Regulations?	assified military technical data subject to	the provisions of the Technical Data	a Control No Yes
Le fournisseur aura-t-il accès à des dor		es qui sont assujetties aux disposition	
sur le contrôle des données techniques			
Indicate the type of access required / Indi			
 a) Will the supplier and its employees required to be fournessed ainsi que les employés a 	uire access to PROTECTED and/or CLA	ASSIFIED information or assets?	ASSIFIÉS? Non Ves
(Specify the level of access using the ci		du a des biens PROTEGES evou CE	ASSIFIES? LINON LY OU
(Préciser le niveau d'accès en utilisant	le tableau qui se trouve à la question 7.	c)	
Will the supplier and its employees (e.g PROTECTED and/or CLASSIFIED info	. cleaners, maintenance personnel) req	uire access to restricted access area	is? No access to No Non Yes
Le fournisseur et ses employés (p. ex. i		nt-ils accès à des zones d'accès restr	
à des renseignements ou à des biens F			
6. c) Is this a commercial courier or delivery S'agit-il d'un contrat de messagerie ou			No Yes
7. a) Indicate the type of information that the			1.55990000
	NATO / OTAN		oreign / Étranger
Canada	04.WID044.017.107.17		reight / Ettanger
7. b) Release restrictions / Restrictions relati	All NATO countries	No release	restrictions
Aucune restriction relative	Tous les pays de l'OTAN	Aucune re	striction relative
à la diffusion		à la diffusi	on
Not releasable			
À ne pas diffuser			
Restricted to: / Limité à :	Restricted to: / Limité à :	Restricted	to: / Limité à :
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TRÈS SECRET (SIGINT)		IRES SEC	CRET (SIGINT)

Security Classification / Classification de sécurité

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	Contra	ct Number	r / Numéro	du contrat	
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	Security Cla	ssification	/ Classifica	tion de sécr	urité

Will the supplier Le fournisseur au	d) / PARTIE A (suite) require access to PROTECTED a ura-t-il accès à des renseignemer			ASSIFIÉS?	No Yes
If Yes, indicate the	ne level of sensitivity: e, indiquer le niveau de sensibilité		V 600 100 100 100 100 100 100 100 100 100		
9. Will the supplier	require access to extremely sens ura-t-il accès à des renseignemen	itive INFOSEC information or a		97	No Yes Non Oui
Document Numb	material / Titre(s) abrégé(s) du ma er / Numéro du document :				
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	E ACCESS CÈS AUX EMPLACEMENTS				
	ecial comments: mmentaires spéciaux :				
RE	TE: If multiple levels of screening MARQUE: Si plusieurs niveaux oned personnel be used for portion	de contrôle de sécurité sont req			fourni.
If Yes, will un	l sans autorisation sécuritaire per ascreened personnel be escorted ative, le personnel en question se	?	du travail?		Non Oui No Yes Non Oui
	ARDS (SUPPLIER) / PARTIE C		(FOURNISSEUR)	MINISTER AND	· 1000年5月1日1日1日1日1日1日1日1日1日1日1日1日1日1日1日1日1日1日1日
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PRODUCTION					
occur at the s	ction (manufacture, and/or repair a upplier's site or premises? ns du fournisseur serviront-elles à FIÉ?	TO THE STATE OF THE ACT OF THE STATE OF THE		DO TO CHI PARENCE COLLEGE DE CONTROL DE CONT	No Yes Non Oui
INFORMATION TE	CHNOLOGY (IT) MEDIA / SU	PPORT RELATIF À LA TECHN	OLOGIE DE L'INFORMATION	I (TI)	
information or Le fournisseu	er be required to use its IT systems data? r sera-t-il tenu d'utiliser ses propres tts ou des données PROTÉGES e	s systèmes informatiques pour tr		The second second	No Yes Non Oui
	in electronic link between the supp in d'un lien électronique entre le sy itale?			agence	No Yes Non Oui
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									Secu	rity Classi	ification	on / (Class	sification de s	écurité	
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Service correctionnel Canada



Government Gouvernement du Canada

Contract Number / Numéro du contrat

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Security Classification / Classification de sécurité

PART D - AUTHORIZATION / PAR	TIE D - AUTORISATIO	N					
13. Organization Project Authority /					1 0		
Name (print) - Nom (en lettres moul	ées)	Title - Titre		Signature	8 55 1-		
Tracy Sweet		A/RA Ab	ooriginal Initiatives		1981 11111		
Telephone No N° de téléphone 506-851-6369	Facsimile No N° de 506-851-2938	télécopieur	E-mail address - Adresse con tracy.sweet@csc-scc.				
14. Organization Security Authority	Responsable de la sér	curité de l'orga	nisme		7		
Name (print) - Nom (en lettres moul	ées)	Title - Titre		Signature			
Telephone No N° de téléphone	Facsimile No Nº de	télécopieur	E-mail address - Adresse cou	urriel	Date		
Are there additional instructions Des instructions supplémentaire				nt-elles jointe	s? No Yes Oui		
16. Procurement Officer / Agent d'a	pprovisionnement						
Name (print) - Nom (en lettres moul	ées)	Title - Titre		Signature			
Danielle Bland	chet	Procu	rement officer	0	Sh		
Telephone No N° de téléphone 506 - 851 - 7690 17. Contracting Security Authority /	Facsimile No N° de 506 - 85/	-6327	E-mail address - Adresse co	tecsc-	Date ganuary 28/19		
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reame (printy - North (ethietises moun	003)	1100-1100		Signature			
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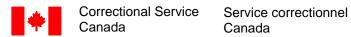
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Security Classification / Classification de sécurité

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Annex D Evaluation Criteria

Annex D Evaluation Criteria							
Sup	plier:		_				
<u>Man</u>	datory Evaluation	<u>Criteria</u>					
1. Offers MUST meet all of the following mandatory requirements. Offers must be supported by proper and adequate detail, particularly where a mandatory item requires supporting evidence. Those not meeting all of these mandatory requirements will be given no further consideration.							
2.	The mandatory	evaluation criteria are:					
ATTENTION OFFERORS: WRITE THE RELEVANT PAGE NUMBER(S) FROM YOUR OFFER WHICH ADDRESSES THE ISSUE BESIDE THE CRITERIA BELOW.							
					FOR EVALUATION PURPOSES ONLY		
	Requirement		Page #	Met	Not Met	Comments	
1	Provide a list of proposed Aboriginal Community Liaison support qualified to provide services as listed in Annex A. Our Elder Advisory Committee will qualify the list of Aboriginal Community Liaison support based on their cultural, spiritual, traditional ceremonial knowledge.						
Mandatory Requirements: Passed				Failed			
Evaluation Team Department Evaluator's Name (Print)			Signature		Date		



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