





## TABLE OF CONTENTS

### **PART 1 - GENERAL INFORMATION**

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

### **PART 2 - BIDDER INSTRUCTIONS**

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Former Public Servant
4. Enquiries, Bid Solicitation
5. 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

### **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

1. Certifications Precedent to Contract Award and Additional Information

### **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 and Additional Information
9. Applicable Laws
10. Priority of Documents
11. Termination on Thirty Days Notice
12. Insurance - Specific Requirements
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. Proactive Disclosure of Contracts with Former Public Servants
22. Information Guide for Contractors
23. Government Site Regulations

**List of Annexes:**

- Annex A – Statement of Work
- Annex B – Proposed Basis of Payment
- Annex C – Security Requirements Check List
- Annex D – Evaluation Criteria



## **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. 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. Trade Agreements**

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA), North American Free Trade Agreement (NAFTA), Canada free trade agreements with Chile/Colombia/Honduras/Panama, Canada-Peru Free Trade Agreement, Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP).

### **6. Procurement Ombudsman**

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent venue for Canadian bidders to raise complaints regarding the award of federal contracts under \$25,300 for goods and under \$101,100 for services. Should you have any issues or concerns regarding the award of a federal contract below these dollar amounts, contact OPO by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca). For more information about OPO, including the available services, please visit the OPO website.



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

The 2003 (2019-03-04) 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, email or epost Connect service 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 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 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 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.

#### 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 Nova Scotia.

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

### PART 3 - BID PREPARATION INSTRUCTIONS

#### 1. Bid Preparation Instructions

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

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

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

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

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

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

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

- i. use 8.5 x 11 inch (216 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-) (<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
- ii. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duo tangs or binders.

## **2. Section I: Technical Bid**

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

## **3. Section II: Financial Bid**

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

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

### **3.1 Exchange Rate Fluctuation**

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

## **4. Section III: Certifications**

Bidders must submit the certifications 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.

##### **1.1.2 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**

1. to be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation; and
- b. meet all mandatory technical evaluation criteria; and

c. obtain the required minimum of 70 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 130 points."

2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.



## **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**

- 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:

- 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:

_____	_____
_____	_____
_____	_____
_____	_____

**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\\_contractor\\_program.page?&\\_ga = 1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_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 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.

**1.6 Education and Experience**

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



### **1.7 Certification:**

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



## PART 6 - RESULTING CONTRACT CLAUSES

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

### 1. Security Requirement

The following security requirements (SRCL and related clauses provided by PWGSC ISP) apply to and form part of the Contract.

- 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 Contract Security Program (CSP) of the Industrial Security Sector (ISS), Public Works and Government Services (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 the CSP/ISS/**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 the CSP/ISS/**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 [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 (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**

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 January 1<sup>st</sup>, 2020 to December 31<sup>st</sup>, 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 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:

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 Representative**

The Authorized Contractor's Representative is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
  
Telephone: \_\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

**6. Payment**

**6.1 Basis of Payment**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$\_\_\_\_\_ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.

**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
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### **6.3 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**

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

## **7. Invoicing Instructions**

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

Attention: Program Manager  
Nova Institution for Women  
180 James Street  
Truro NS B2N 6R8

## **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 Nova Scotia.





## 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 – Specific Requirements

The Contractor must comply with the insurance requirements specified below. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection. The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

2. The Commercial General Liability policy must include the following:

a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.

b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.



c.Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.

d.Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.

e.Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

f.Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

g.Employees and, if applicable, Volunteers must be included as Additional Insured.

h.Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)

i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.

j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

l. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then



Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

### **13. Ownership Control**

Where the Contractor will have access to any and all personal and confidential information belonging to Canada, CSC staff or inmates for the performance of the work, the following will apply:

- (a) The Contractor warrants that it is not under ownership control of any non-resident entity (i.e. Individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other).
- (b) The Contractor shall advise the Minister of any change in ownership control for the duration of the contract.
- (c) The Contractor acknowledges that the Minister has relied on this warranty in entering into this Contract and that, in the event of breach of such warranty, or in the event that the Contractor's ownership control becomes under a non-resident entity, the Minister shall have the right to treat this Contract as being in default and terminate the contract accordingly.
- (d) For the purposes of this clause, a non-resident entity is any individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other residing outside of Canada.

### **14. Closure of Government Facilities**

14.1 Contractor personnel are employees of the Contractor and are paid by the Contractor on the basis of services rendered. Where the Contractor or the Contractor's employees are providing services on government premises pursuant to this Contract and the said premises become non accessible due to evacuation or closure of government facilities, and consequently no Work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of closure.

14.2 Contractors working at CSC sites should be aware that they may be faced with delay or refusal of entry to certain areas at certain times even if prior arrangements for access may have been made. Contractors are advised to call in advance of travel to ensure that planned access is still available.

### **15. Tuberculosis Testing**

15.1 It is a condition of this contract that the Contractor or any employees of the Contractor who require entry into a Correctional Service of Canada Institution to fulfill the conditions of the contract may, at the sole discretion of the Warden, be required to provide proof of and results of a recent tuberculin test for the purpose of determining their TB infection status.

15.2 Failure to provide proof of and results of a tuberculin test may result in the termination of the contract.

15.3 All costs related to such testing will be at the sole expense of the Contractor.

### **16. Compliance with CSC Policies**



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

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

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

## **18. Identification Protocol Responsibilities**

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

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

## **19. Dispute Resolution Services**

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 10 working



days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the Department of Public Work and Government Services Act and Section 23 of the Procurement Ombudsman Regulations.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), or by web at [www.opo-boa.gc.ca](http://www.opo-boa.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 complainant respecting the administration of the 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.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

## **21. 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.

## **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](http://www.bit.do/CSC-EN).

## **23. Government Site Regulations**

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



## ANNEX A – Statement of Work

The Correctional Service Canada has a requirement to provide an educational program appropriate to the learning needs of an adult female population within a multi-level correctional institutional environment. This will be achieved by increasing education levels through the provision of provincially accredited or certified programs, as per Commissioner's Directive 720. The Correctional Service of Canada is also mandated to provide appropriate library services similar to those in the community, while meeting the needs of the correctional environment.

### 1.1 Background

Nova Institution for Women is a multi-level security facility located in Truro, Nova Scotia. The Institution is based on a residential-women's multi-level design model where offender accommodations include residential houses, a residential-style staffed living unit and a direct observation secure living unit. It is one of five regional facilities for women across Canada.

The facility operates 9 separate homes containing single-bedroom accommodations for up to 7 women per house. Two other living units operate the Intensive Intervention Strategy for Women, for the purpose of providing additional mental health and security for those women who require it. The Structured Living Environment (SLE) Unit can accommodate up to 12 offenders who require specific mental health intervention, while the facility's Secure Unit (SU) can accommodate up to 17 offenders. There is also a 14 bed minimum living unit located outside the perimeter fence.

CSC requires two full-time and one part-time teacher, certified in the Province of Nova Scotia, for academic upgrading, elementary through high school levels and a part-time Library Technician on site at Nova Institution for Women, 180 James Street, Truro, Nova Scotia. In keeping with official languages legislation, Nova is mandated to provide educational and library services in both official languages. It is imperative that a minimum of one full-time teacher is bilingual (English and French). The provision of education services will include various classroom/instruction sites, including but not limited to the general population classroom, maximum security unit and the minimum security unit. The teachers and Library Technician in their creation of an inclusive and empowering environment will be required to work with a client base that is sometimes disadvantaged and may come from marginalized groups of various cultures and racial backgrounds. Many have had a negative experience(s) within the public school systems, with the majority having less than a grade 12 education.

### 1.2 Objectives:

The overall objective is to assist in the reduction of risk and subsequent timely reintegration to society as a productive and law-abiding citizen.

### 1.3 Tasks:

The contractor must provide the necessary personnel, and back-up personnel, with expertise to carry out the following services:

- The Contractor will be exclusively responsible for the delivery of the program as outlined in this Statement of Work and the Contractor's Technical Proposal. The articles in this Statement of Work have priority over the Contractor's Proposal.
- The Contractor must be available to deliver the services identified, including on request by the Project Authority, on-site supervision, monitoring, and coordinating visits relative to the education and library program.
- The programs at the discretion of the Correctional Service of Canada must operate year round and must be sufficiently individualized to accommodate not only continuous entry and exit from them, but also more than one level within them.



- Nova Institution will require the services of two full-time teachers, one part-time teacher, and a part-time Library Technician.
  - The two full-time teachers will be required a maximum of 1575 hours each; these hours to be equally distributed over a year to allow continuous service. An average full time day will be 7 hours in length.
  - At least one of the two full-time teachers must be bilingual (English and French) . Our operational need may include some evenings and weekends. The part-time teacher will be required for a maximum of 800 hours over a year. This part-time teacher allows for flexible scheduling, including shorter shifts spread over the work week.
  - It is also recognized that Substitutes shall be required for up to 48 hours per year of travel that is included in the contract. Services will not be required on the following holidays:
    - Canada Day
    - Civic Holiday in August
    - Labour Day
    - Thanksgiving Day
    - Remembrance Day
    - Christmas
    - Boxing Day
    - New Year's Day
    - Good Friday
    - Easter Monday
    - Victoria Day
  - All hours of work will be based upon the operational needs of the Institution and are subject to change throughout the duration of the Contract. Hours of work may include evenings and weekends.
  - Day: 7 hours based on the operational needs of the institution
- The Contractor will provide a schedule for the teaching year for all of the teachers in the proposal. The teaching year schedule will commence January 1<sup>st</sup> and cease December 31<sup>st</sup> the following year. This schedule will be expected within 15 days of the commencement of each teaching year.
- Program needs vary from time to time and from place to place. The Contractor must agree to flexibility of program content and be able to replace programs, provided there is sufficient advance notice given.
- Provincially and or regionally recognized curricula will be used in all programs and updated as changes are approved.
- The Contractor may include curricula material in their programs that is of special interest or need to offenders, when it is practical, for example computer skills.
- The Contractor's curriculum development and design shall address curriculum problems encountered at the Institution.
- On successful completion of any course provided through the delivery of this Contract, the Contractor will provide the appropriate provincially recognized certification.



- The Institution's Correctional Intervention Board (CIB) is the designated authority for the placement and termination of students in all programs. One teacher is required to participate in CIB on a bi-weekly basis.
- All textbooks, teaching aids, or other materials prepared for or developed expressly for this program and paid for by CSC, will also be the property of CSC.
- The CIB shall assign inmates to the program based on the current CSC student to teacher ratio (15 – 1) and in a manner which maximizes the use of the available training seats.
- The CIB shall assign inmates to the library assistant positions available in the institutional library and to the educational tutor positions available in the classroom.
- The academic upgrading curriculum will provide instruction in the areas of mathematics, science, and communication.
- CSC Atlantic has developed a regional curriculum indicating the skills that need to be mastered in the areas of Mathematics, Science and Communication in Levels 1, 11, III and IV. The Contractor, as a minimum, shall include the subject content of this in the proposed curriculum.
- The Contractor shall be prepared to work in cooperation with CSC to utilize inmate classroom assistants where and when appropriate. This shall include in classroom training and orientation of the inmate assistant by the contract teacher. The inmate assistant will not mark examinations, administer examinations or tests nor partake in disciplining of students.
- There will be quarterly meetings between the contractor and the Project Authority to resolve any issues or concerns. This meeting will be initiated by the Project Authority.
- The Contractor shall provide personnel that are fully qualified and teachers who are certified within the Province of Nova Scotia.
- All staff provided by the Contractor, will require the appropriate security clearance of The Correctional Service of Canada and must receive the prior approval of the Project Authority.
- In keeping with the Official Languages Act, the Contractor shall be required to provide services in both official languages. The Contractor is requested to submit proof of their ability to provide such services.
- Any changes in staff will require a review of the new staff's experience and qualifications. CSC may deny the services of new or replacement staff based on his/her experience and qualifications.
- Teachers and staff provided by the Contractor will work in cooperation with CSC management, staff, and other Contractors.
- Contract staff may be required to travel on behalf of CSC while undertaking their contracted duties.
- Personnel assigned by the Contractor to deliver services will receive a security briefing/training relevant to their duties. This may be included, but will not be limited to:





- security procedures such as escorting offenders, preparing observation reports, tool control, the offender management system, etc. by Nova Institution for Women.
- Contract staff attending training, requested by CSC, will be considered fulfilling their contracted duties and the Contractor will be paid.
  - Staff provided by the Contractor shall be prepared to familiarize themselves with the nature and content of androgogical and technological advances in teaching techniques and to the extent practicable, integrate the use of this form of instruction into their course delivery.
  - All staff provided by the Contractor shall be aware of the objectives, goals and principles of CSC's Mission, the Task Force Report "Creating Choices", the Correctional Program Strategy for FSW, the Staff Protocol for Women Offender Institutions, Commissioner's Directive Education Programs and Services for Offenders, and the National Guide for Institutional Libraries. It is the Contractor's responsibility to ensure that their staff meets this standard.
  - Contract Teachers shall employ classroom management techniques and methods to ensure a clean environment and to protect and preserve the classroom resources, i.e. books, desks, tools, equipment, etc.
  - Contract Library Technician and his/her substitutes shall employ library management techniques and methods to ensure a clean environment and to protect and preserve library resources, i.e. books, shelving units, computers, etc.
  - In the event of an Institutional emergency and/or shut-down, contracted staff may either be expected to provide related services during scheduled instruction time, i.e. curriculum development, course preparation, paper grading, or it may be deemed that services are not required. The decision rests with the Project Authority and the contractor will be advised ASAP prior to the Institutional emergency and/or shut-down.
  - The Contractor will provide a Library Technician who has experience working in a library. The successful candidate must have a basic knowledge of computer applications, familiarity and experience with an automated library system is essential. The successful candidate will be expected to have exceptional skills in the following areas: organization, communication and interpersonal skills. Prior experience working in a correctional environment, although not required would be considered an asset.
  - The Library Technician will develop a library program available and tailored to the interests and diversity of the offender population.
  - The Contractor will provide NS Provincially licensed substitute teachers to replace any Contract Teachers when required. Substitute teachers must have the prior approval of CSC before being deployed.
  - The Contractor will provide a substitute Library Technician to replace the regular Library Technician, who meets the same qualifications. Substitute Library Technicians must have the prior approval of CSC before being deployed.
  - The bilingual teacher will provide the following services:
    - Academic upgrading in both official languages;
    - Educational counseling in both official languages;
    - Any educational assessments relative to criteria identified in the Offender Intake Assessment in both official languages.



- The Library Technician will make recommendations to the Manager Programs for disposal of surplus library material in accordance with CSC National Guide for Institutional Libraries. As well, he/she will organize materials and information to reflect professional library standards. The professional library management services will support and promote the following: institutional programming, education, employment, social, ethnic, and cultural development, and information resources.
  - Library services shall be provided to all inmates during the hours that best meet the needs of the Institution and maximize accessibility and a satellite collection shall be made available in the SU and minimum unit and refreshed on a monthly basis in each satellite collection.
  - The Library Technician shall provide access to the Commissioner's Directive and Institutional Standing Orders, and legal reading materials. Policy prohibits inmate access to the Internet. It is important to note the difference between an inmate being given access to the Internet and an inmate having access to information that is available on the Internet. To ensure that the library meets the needs of patrons, library personnel are encouraged to have open dialogue with library users. The Library Technician shall develop needs assessments for the institutional library and submit a proposal of plans and priorities for the start of each new fiscal year. The Library Technician will ensure all materials within the library collection(s) contribute to CSC mandate, and are within policy and in good condition. The Librarian will ensure compliance with the policy on donated books.
- The Library Technician will supervise the daily operation of the Library and provide the following services on a regular basis:
  - Recommend reading material for all cultural and visible minority groups such as: African Canadian, Aboriginal and Francophone.
  - Register and notify readers with overdue library materials.
  - Assist and direct inmate readers in the correct use of the library.
  - Explain the proper use of the online data base.
  - Prepare a list of materials, supplies, books, and subscriptions needed and provide such to CSC staff.
  - Maintain attendance records for inmate librarian assistants and complete inmate performance evaluations as required.
  - Monitor inmate computer use as per CSC policy.
  - Keep an updated inventory of all materials and books in the library.
  - Photocopy legal documentation/works when required.
  - At the end of each quarter, will provide a report summarizing library activity for that quarter.
  - Maintain basic collections as well as up-to-date copies of the following legal, regulatory and official documents in both official languages, and that the offenders are informed:
    - Canadian Charter of Rights and Freedoms
    - Corrections and Conditional Release Act
    - Transfer of Offenders Act
    - Criminal Code of Canada
    - Canadian Human Rights Act
    - Access to Information Act and appropriate access to request forms
    - Privacy Act and appropriate access to request forms
    - Info Source – Sources of Federal Government Information
    - Official Languages Act
    - Standards for Judicial Review of Parole Eligibility
    - Commissioner's Directives



- Standard Operating Practices except SOP's or parts thereof related to security matters
- Regional Instructions for the region except orders or parts thereof related to security matters
- Standing Orders for that institution, except orders or parts thereof related to security matters
- Publications produced by the Correctional Service of Canada regarding programs and services for Offenders.

#### 1.4 Deliverables:

The contractor must produce the following deliverables:

- Contract teachers and the Library Technician will take attendance of offenders attending their courses and/or work location. In addition, they will provide an attendance count during class time and/or work time, if requested to do so by an Officer of the Correctional Service of Canada.
- The Contractor will be responsible for maintaining accurate records of inmate credits achievements obtained through the delivery of the services. Such records must be available on request for the inmate student. Hard copies of all documentation will be placed in the Offender's education/training file.
- Each contract teacher and Library Technician shall establish program assignment objectives for every student enrolled in the program or work assignment utilizing the individual's correctional plan as a guide and shall enter the objectives into the Offender Management System (OMS).
- Each contract teacher and Library Technician shall assess the performance of students in the program at least once every 180 days and shall enter the assessment in to OMS. As well, final assessments will be completed when the assignment ends.
- On a quarterly and annual basis, the Contractor shall provide a data report to the Project Authority which details the following:
  - Names of each offender with an identified educational need.
  - Names of each offender assigned to school and to which level assigned.
  - Rationale for any offender that should be assigned but is not.
  - Progress of each offender to date including plans for any accommodation, certificate completions, program suspensions, etc.
  - Information related to discharge planning including community linkages.
  - Offender employment including number of educational tutors and librarian assistants utilized.
  - Structured activities that include community engagements, library events, student placements, etc.
- All contract staff shall complete casework records, officer statements, and observation reports, etc. for inmates under their supervision as indicated in the policy.



- Each contract teacher and Library Technician shall contribute to the pay evaluation for offenders in their program as indicated in their individual Correctional Plan and as outlined in CD 730 “Inmate Program Assignment and Pay”
- In general the “Operating Manual” for all Education Contract staff (contract teachers and Library Technician) consists of the following CSC documents:
  - The Mission Document
  - Correctional Strategy for Federally Sentenced Women
  - Creating Choices
  - Commissioner’s Directives
  - Standing Orders
  - Education and Library Services Contract
  - National Guide for Institutional Libraries
  - Staff Protocol for Women Offender Institutions
- All work will be performed subject to the inspection and acceptance by the Project Authority.

#### 1.5 Location of work:

- a. The Contractor must perform the work at in a designated room on the premises of Nova Institution, a multi-security level federal institution for women offenders, located at 180 James Street, Truro, Nova Scotia.
- b. Travel
  - ii. No travel is anticipated for performance of the work under this contract.

#### 1.6 Language of Work:

The Contractor must perform all work in both official language(s).



## ANNEX B – Proposed Basis of Payment

### 1.0 Contract Period

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

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

#### January 1<sup>st</sup>, 2020 to December 31<sup>st</sup>, 2020:

Resource Description	Bidder's Firm All-Inclusive Per Hour Rate	Estimated Hours	Total
Teacher 1	\$	1575	\$
Teacher 2	\$	1575	\$
Teacher 3 (P/T)	\$	800	\$
Substitute Teacher	\$	48	\$
Librarian	\$	816	\$
Travel and Living Expenses			\$2,500.00

### 2.0 Options to Extend the Contract Period:

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

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

#### January 1<sup>st</sup>, 2021 to December 31<sup>st</sup>, 2021:

Resource Description	Bidder's Firm All-Inclusive Per Hour Rate	Estimated Hours	Total
Teacher 1	\$	1575	\$
Teacher 2	\$	1575	\$
Teacher 3 (P/T)	\$	800	\$
Substitute Teacher	\$	48	\$
Librarian	\$	816	\$
Travel and Living Expenses			\$2,500.00

### 3.0 Applicable Taxes

- (a) All prices and amounts of money in the contract are exclusive of Applicable Taxes, unless otherwise indicated. Applicable Taxes are extra to the price herein and will be paid by Canada.
- (b) The estimated Applicable Taxes of \$\_\_\_\_\_ are included in the total estimated cost shown on page 1 of this Contract. The estimated Applicable Taxes will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which taxes do not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of Applicable Taxes paid or due.



Annex C – Security Requirement Check List

DSD-ATL3644



Contract Number / Numéro du contrat <b>21250-20-3310480</b>
Security Classification / Classification de sécurité

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	2. Branch or Directorate / Direction générale ou Direction Nova Institution for Women	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Education and Library Services - Nova Institution		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
5. b) Will the supplier require access to unclassified military (technical) data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	
Foreign / Étranger <input type="checkbox"/>		
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





DSD-ATL3644

Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat <b>21250-20-3310480</b>
Security Classification / Classification de sécurité

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité:  No / Non  Yes / Oui

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel:  
Document Number / Numéro du document:

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:  
Commentaires spéciaux: \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté? RD  No / Non  Yes / Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





DSD-ATL3644

Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat <b>21250-20-3310480</b> Security Classification / Classification de sécurité
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**PART C - (continued) / PARTIE C - (suite)**

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
 Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
 Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COMSEC TOP SECRET / COMSEC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Aspects Renseignements / Biens Production																
IT Area / Support IT																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).





DSD-ATL3644



Contract Number / Numéro du contrat <b>21250-20-3310480</b>
Security Classification / Classification de sécurité

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
<b>13. Organization Project Authority / Chargé de projet de l'organisme</b>			
Name (print) - Nom (en lettres moulées) Marie Moore		Title - Titre A/Program Manager	Signature <i>Marie Moore</i>
Telephone No. - N° de téléphone 902-896-3400	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel marie.moore@csc-scc.gc.ca	Date 2019-03-25
<b>14. Organization Security Authority / Responsable de la sécurité de l'organisme</b>			
Name (print) - Nom (en lettres moulées) Rita Dubois A/Contract Security Analyst		Title - Titre A/Contract Security Analyst	Signature Dubois, Rita <small>Digitally signed by Dubois, Rita Date: 2019.09.13 12:38:48 -04'00'</small>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date 2019-09-12
<b>15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?</b>			
RD <input checked="" type="checkbox"/> No / Non			<input type="checkbox"/> Yes / Oui
<b>16. Procurement Officer / Agent d'approvisionnement</b>			
Name (print) - Nom (en lettres moulées) Danielle Blanchet		Title - Titre Regional Contract Officer	Signature <i>Danielle Blanchet</i>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur 6327	E-mail address - Adresse courriel danielle.blanchet@ csc-scc.gc.ca	Date Aug 27/19
Lyndsay Clark – Contract Security Officer Lyndsay.clark@tpsgc.pwgsc.gc.ca (613) 957-9388		Title - Titre Contract Security Officer	Signature Clark, Lyndsay <small>Digitally signed by Clark, Lyndsay Date: 2019.09.24 14:12:22 -04'00'</small>
	Télécopieur	E-mail address - Adresse courriel	Date

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canada



## Annex D Evaluation Criteria

### 1.0 Technical Evaluation:

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

- Mandatory Technical Criteria
- Rated Technical Criteria

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

1.2 LISTING EXPERIENCE WITHOUT PROVIDING ANY SUBSTANTIATING DATA TO SUPPORT WHERE, WHEN AND HOW SUCH EXPERIENCE WAS OBTAINED WILL RESULT IN THE STATED EXPERIENCE NOT BEING CONSIDERED FOR EVALUATION PURPOSES.

1.3 All experience must be strictly work-related. Time spent during education and/or training will not be considered, unless otherwise indicated.

1.4 Experience must be demonstrated through a history of past projects, either completed or on-going.

1.5 References must be provided for each project/employment experience.

- I. Where the stated experience was acquired within a Canadian Federal Government Department or Agency **as a Public Servant**, the reference must be a Public Servant who had a supervisory role over the proposed resource during the stated employment.
- II. Where the stated experience was acquired within a Canadian Federal Government Department or Agency **as a consultant**, the reference must be the Public Servant who was identified as the Project Authority of the project on which the proposed resource acquired the experience.
- III. References must be presented in this format:
  - a. Name;
  - b. Organization;
  - c. Current Phone Number; and
  - d. Email address if available

#### 1.6 Response Format

- I. In order to facilitate evaluation of proposals, it is recommended that bidders' proposals address the mandatory criteria in the order in which they appear in the Evaluation Criteria and using the numbering outlined.
- II. Bidders are also advised that the month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.
- III. For any requirements that specify a particular time period (e.g., 2 years) of work experience, CSC will disregard any information about experience if the technical bid does not include the required month and year for the start date and end date of the experience claimed.



- IV. CSC will also only evaluate the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.



It is understood by the parties submitting offers that to be considered valid, an offer MUST meet all of the following mandatory requirements. Proposals must be supported by proper and adequate detail, particularly where supporting evidence is required by a mandatory item. Those not meeting all of these mandatory requirements will be given no further consideration.

**ATTENTION BIDDERS: WRITE BESIDE THE CRITERIA BELOW THE RELEVANT PAGE NUMBER(S) FROM YOUR PROPOSAL WHICH ADDRESSES THE ISSUE.**

**Mandatory Criteria & Point Rated (Management Proposal and Company Experience/History)**

**Mandatory Criteria**

<b><u>The contractor shall:</u></b>		PAGE #	FOR EVALUATION PURPOSES		
			MET	NOT MET	COMMENTS
1	Demonstrate that company can provide the following qualified staff by including their resumes: two full time teachers, one part time teacher, one librarian and one substitute teacher.				
2	Provide teaching certificate or bachelor of education certificate and/or certificate for teaching within New Brunswick for all proposed teachers;				
3	Demonstrate in resume that at least one of three aforementioned instructors are fully bilingual (English and French) and able to offer Level 1, 2 and 3 in French, when required.				



Point Rated

<b>Management Proposal (110 points, minimum 60)</b>			
<b>Description</b>	<b>Grid</b>	<b>Score</b>	<b>Comments</b>
Key personnel experience (Maximum 75 points)	<b><u>FULL TIME TEACHER #1</u></b>		
	<b>a)</b> Years of experience as a teacher- (1 point per year/maximum 5 points)		
	<b>b)</b> Years of experience teaching in Corrections- (2 points per year/maximum 10 points)		
	<b>c)</b> Years of experience teaching adult education- (1 point per year/maximum 5 points)		
	<b>d)</b> Years of experience teaching adults with mental health issues and/or learning disabilities - (1 point per year/maximum 5 points)		
	<b><u>FULL TIME TEACHER #2</u></b>		
	<b>a)</b> Years of experience as a teacher- (1 point per year/maximum 5 points)		
	<b>b)</b> Years of experience teaching in Corrections- (2 points per year/maximum 10 points)		



	<p><b>c) Years of experience teaching adult education - (1 point per year/maximum 5 points)</b></p>		
	<p><b>d) Years of experience teaching adults with mental health issues and/or learning disabilities- (1 point per year/maximum 5 points)</b></p>		
	<p><b><u>PART TIME TEACHER</u></b></p> <p><b>a) Years of experience as a teacher - (1 point per year/maximum 5 points)</b></p>		
	<p><b>b) Years of experience teaching in Corrections- (2 points per year/maximum 10 points)</b></p>		
	<p><b>c) Years of experience teaching adult education- (1 point per year/maximum 5 points)</b></p>		
	<p><b>d) Years of experience teaching adults with mental health issues and/or learning disabilities - (1 point per year/maximum 5 points)</b></p>		
<p>Librarian (Maximum 10 points)</p>	<p><b>a) Library experience- (1-5 years experience -2 points / 5 years and more experience – 5 points)</b></p>		
	<p><b>b) Library experience in Correction (2 points per year / maximum 10 points)</b></p>		



Substitute Teacher (Maximum 25 points)	a) Years of experience as a teacher (1 point per year / maximum 5 points)		
	b) Years of experience teaching in Corrections- (2 points per year/maximum 10 points)		
	c) Years of experience teaching adult education- (1 point per year/maximum 5 points)		
	d) Years of experience teaching adults with mental health issues and/or learning disabilities - (1 point per year/maximum 5 points)		

**Total score Management Proposal:**

<b>Company Experience/history (20 points, minimum 10 points)</b>			
<b>Description</b>	<b>Grid</b>	<b>Score</b>	<b>Comments</b>
1. Experience in teaching penitentiary inmates (10 points)	a) More than 5 years (10 points) b) 1-5 years (5 points)		
2. Experience in providing adult educational programs and courses (10 points)	a) More than 5 years (10 points) b) 1-5 years (5 points)		
<b>Total score of Company Experience:</b>			