#### **RETURN BIDS TO : RETOURNER LES SOUMISSIONS À :** Bid Receiving - Réception des soumissions:

GEN-ATL.Contractingbidsubmissions@CSC-SCC.GC.CA

Subject Line : 21280-21-3518848

# **REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION**

#### Proposal to: Correctional Service Canada

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

#### Proposition à: Service Correctionnel du Canada

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

"THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT"

« LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE RELATIVE À LA SÉCURITÉ »

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

Telephone # — N° de Téléphone :

Fax # — No de télécopieur :

Email / Courriel : \_\_\_\_\_

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

Community Worker	
Solicitation No. — Nº. de l'invitation	Date:
21280-21-3518848	2020-08-18
Client Reference No. — Nº. de I	Référence du Client
21280-21-3518848	
GETS Reference No. — Nº. de l	Référence de SEAG
PW-20-00923777	
Solicitation Closes — L'invitation	on prend fin
at /à : 2 :00 pm / 14:00 ADT / H	[AA
on / le : 2020-09-03	
F.O.B. — F.A.B.	
Plant – Usine: Destination	: Other-Autre:
Address Enquiries to — Soume	ttre toutes questions à:
Josee Belliveau	
Telephone No. – Nº de téléphone:	
506-851-3923	
Destination of Goods, Services and	Constructions
Destination des biens, services et co	
New-Brunswick	
Instructions: See Herein	
Instructions : Voir aux présentes	
Delivery Required — Livraison	Delivery Offered – Livraison
evigee · See herein	proposée : Voir aux présentes
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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.
  - (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 6 Resulting Contract Clauses;
  - (e) the Bidder must provide the addresses of the proposed sites or premises of work performance and document safeguarding as indicated in Part 3 Section IV Additional Information.
- 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 <u>Contract</u> <u>Security Program</u> (CSP) of Public Works and Government Services Canada 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. 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 the <u>Office of the Procurement Ombudsman email address</u>, by telephone at 1-866-734-5169, or by web at the <u>Office of the Procurement Ombudsman website</u>. 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 <u>Standard Acquisition Clauses and Conditions Manual</u> 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 (2020-05-28) 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.

# 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 Superannuation</u> <u>Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary</u> <u>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</u> <u>Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension</u> <u>Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation</u> <u>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 Policy Notice:</u> <u>2019-01</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

# 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.

# 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: one (1) electronic copy
- Section II: Financial Bid: one (1) electronic copy
- Section III: Certifications: one (1) electronic copy

Section IV: Additional Information: one (1) electronic copy

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

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

- i. use 8.5 x 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, the <u>Policy on Green Procurement</u>. To assist Canada in reaching its objectives, bidders should:

- i. use 8.5 x 11 inch (216 × 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.

# 5. Section IV: Additional Information

# 5.1 Bidder's Proposed Site(s) or Premises Requiring Safeguarding Measures

(a) As indicated in Part 1 under Security Requirements, the Bidder must provide the full addresses of the Bidder's and proposed individuals' sites or premises for which safeguarding measures are required for Work Performance:

Street Number / Street Name, Unit / Suite / Apartment Number City, Province, Territory / State Postal Code / Zip Code Country

(b) The Company Security Officer (CSO) must ensure through the Contract Security Program (CSP) that the Contractor and individuals hold a valid security clearance at the required level, as indicated in Part 1, clause 1.1 Security Requirements.

# 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 90 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 120 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.

# 3. Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in article 12 of PART 6 – RESULTING CONTRACT CLAUSES.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

# 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 <u>Integrity Declaration Form</u>. 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.

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 Language Requirements - Bilingual

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.

# 1.5 Education and Experience

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

# 1.6 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

- 1.1 The following security requirements (SRCL and related clauses provided by PWGSC CSP) apply to and form part of the Contract.
  - The Contractor/Offeror must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), with approved Document Safeguarding at the level of PROTECTED B, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
  - 2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
  - 3. Processing of PROTECTED materiel electronically at the Contractor/Offeror's site is NOT permitted under this Contract/Standing Offer.
  - 4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
  - 5. The Contractor/Offeror must comply with the provisions of the:
    - (a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
    - (b) Industrial Security Manual (Latest Edition).

# 1.2 Contractor's Sites or Premises Requiring Safeguarding Measures / IT Authorization for Storage or Processing

1.2.1 Where safeguarding measures are required in the performance of the Work, the Contractor must diligently maintain up-to-date, the information related to the Contractor's and proposed individuals' sites or premises, for the following addresses:

Street Number / Street Name, Unit / Suite / Apartment Number City, Province, Territory /State Postal Code / Zip Code Country

1.2.2 The Company Security Officer (CSO) must ensure through the Contract Security Program (CSP) that the contractor and individuals hold a valid security clearance at the required level of document safeguarding capability.

# 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 Manual</u> 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 (2020-05-28), General Conditions - Professional Services (Medium Complexity), apply to and form part of the Contract.

# 3.2 Replacement of Specific Individuals

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

# 4. Term of Contract

# 4.1 Period of the Contract

The Work is to be performed during the period of October 1<sup>st</sup>, 2020 to September 30<sup>th</sup>, 2021.

# 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 four (4) 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 fifteen (15) 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:	Josee Belliveau
Title:	District Officer, Contracting & Materiel Management Services
	Correctional Service Canada
Branch/Directorate:	Atlantic District Offices
Telephone:	(506) 851-3923
E-mail address:	josee.belliveau@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:
Title:
<b>Correctional Service Canada</b>
Branch/Directorate:
Telephone:
Facsimile:
E-mail address:

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

# 5.3 Contractor's Representative

The Authorized Contractor's Representative is:

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

#### 6. Payment

#### 6.1 Basis of Payment

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, 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 excluded and Applicable Taxes are extra.

# 6.2 Limitation of Expenditure

- Canada's total liability to the Contractor under the Contract must not exceed \$\_\_\_\_\_\_. Customs duties are excluded and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contractor must notify in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four 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 Terms 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 <u>National Joint Council Travel Directive</u>, 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.

# 6.6 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using the following Electronic Payment Instrument(s):

- (a) MasterCard Acquisition Card;
- (b) Direct Deposit (Domestic and International).

# 7. Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of the release document and any other documents as specified in the Contract;
- 2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

# 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 General 2010B (2020-05-28), General Conditions Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) the 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.

# **12.1 Commercial General Liability Insurance**

- 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)

- 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.
- Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- 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.
- I. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. All Risks Tenants Legal Liability to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- o. 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 on the <u>CSC website</u> 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 themself 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 the Office of the Procurement Ombudsman email address, or by web at the Office of the Procurement Ombudsman website.

# 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 <u>the</u> <u>Office of the Procurement Ombudsman email address</u>, by telephone at 1-866-734-5169, or by web at the Office of the Procurement Ombudsman website.

# 21. Privacy

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

# 22. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <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: 2019-01</u> of the Treasury Board Secretariat of Canada.

# 23. Information Guide for Contractors

Prior to the commencement of any work, the Contractor certifies that its employees, or employees of its subcontractors, working under contract for CSC will complete the applicable Module(s) and retain the signed checklist(s) from the CSC "Information Guide for Contractors" website: www.bit.do/CSC-EN.

# **ANNEX A – Statement of Work**

Community Support Worker- Mental Health and Reintegration

**Objective:** The goal is to assist with reintegration of offenders with serious mental health Impairment by providing a continuity of care and support for all elements of an offender's life as they make the transition from prison to community. The Correctional Service Canada (CSC) does not have any Community Mental Health Workers to provide such services.

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

CSC's Atlantic District, is assisting in providing offenders with efficient and effective services that encourage offender responsibility, by promoting healthy reintegration and contributing to safe communities.

The main objective of the Community Support Worker is to better prepare offenders with serious mental impairment for release into the community by strengthening the continuum of specialized mental health support and providing continuity of support from institutions to the community.

**Scope:** The Contractor must provide services to the Correctional Service of Canada on an as when required basis. The actual hours worked may vary from month to month according to the services required. All hours for the work performed must be pre-approved monthly by the Project Authority.

**Task / Specifications:** The Contractor must provide services to offenders identified by CSC as having serious mental health issues and requiring assistance in re-integrating into the community. The referral will be made by the Project Authority or his/her delegate based on the offender's need.

These services include, but are not limited to the following:

- Assisting the client with:
  - Life skills development in areas such as cooking, shopping, money management, making and attending appointments, assisting with identifying community reintegration needs, that include but are not limited to, white card, medicare, photo ID, birth certificates;
  - The search for safe, affordable housing, assistance in finding financial resources, liaise with potential landlords, provide eviction prevention and help secure and maintain furnishings;
  - Facilitating learning opportunities in the areas of mental illness, harm reduction strategies, and symptom management; and
  - Crisis intervention and prevention.
- Consulting and collaborating with CSC and stakeholders by:
  - Participating in case conferences at a location determined by the Community Mental Health Services (CMHS) and/or Case Management staff; and
  - Participating in On-going communication with various CSC staff members, financial assistance officers and Health and Community Services and other community based services as necessary.

The Contractor must offer flexible services to participants, on a one-on-one basis or to a group of offenders depending on the activity and/or need. CSC will make every effort to provide the

Contractor with advanced notice, but at times CSC may request that the Contractor provide services with minimal notice.

CSC will advise the Contractor if tandem supervision is required for specific clients. If so, the Contractor will need to arrange for a second individual, pre - authorized by CSC, to meet with the client.

All supplies, materials, hand-outs, videos, etc. are the responsibility of the Contractor. Vehicle transportation, driver's permits, and insurances are the responsibility of the Contractor.

#### **Referral Process:**

The client's Parole Officer must submit a referral, using form in Annex D, to the CIB/Program Manager after s/he had determined the need of the client with CMHS. The referral must include the plan of assistance and the hours required.

Referrals must meet all of the following criteria: Clients with 1) serious mental health issues, 2) who are not familiar with community services in the area they will be residing in and 3) have no or minimal support in the area they will be residing in.

Once the referral is accepted and approved by Correctional Intervention Board (CIB)/Program Manager, CMHS will communicate with the contractor and share the plan of assistance, which includes services required and the pre-approved hours. The ongoing services are reviewed with the Parole Officer and Community Mental Health Initiative (CMHI) monthly at the CIB.

#### **Reporting of services:**

During this standing offer/call-up period should the participant's behavior deteriorate or he/she is found to be in violation of any release conditions, the Contractor shall report the issues to the participant's Parole Officer during weekdays or the National Monitoring Center (1-866-400-3765) during evenings, weekends and holidays so that appropriate action may be taken in order to ensure public safety. This action may at times result in the temporary removal of the offender from the community.

A monthly report will be required with the following information on each client:

- a) Name
- b) FPS
- c) Type and date of service provided
- d) Name of worker
- e) Consultations with other partners

All work will be performed subject to the inspection and acceptance by the Project Authority. All mileage needs to be pre-approved by Project Authority. All monthly reports can be submitted in the official language of their choice, in hardcopy to the Project Authority before the 15<sup>th</sup> day following the end of the month.

#### VEHICLE LIABILITY INSURANCE:

The Contractor shall obtain and maintain, in force for the duration of the Contract, adequate insurance coverage with regard to losses, damages or injuries that may be caused to, or suffered by, third parties, Her Majesty or the Contractor's employees of Contractor vehicles in the performance of their duties under the Contract. Her Majesty shall not be liable for any losses, damages, or injuries caused by the Contractor or Contractor's employees.

This note will be removed at contract award.

# **IMPORTANT NOTE**

The bidder may bid on the following Correctional Service Canada (CSC) requirement Areas:

Area 1: Moncton, NB

Or

Area 2: Saint John, NB

Or

Area 3: Fredericton, NB

The Bidder may also bid on 2 or 3 areas.

(1) The evaluation for each province will be done separately, therefore up to a maximum of three contracts may be authorized as a result of the solicitation process.

(2) The financial evaluation will be based on the rate(s) for each area the bidder has identified interest for in the Proposed Basis of Payment.

#### AREA 1: MONCTON, NB

#### ANNEX B – Proposed Basis of Payment

#### **Definitions**

<u>All inclusive Hourly rate</u>: The all inclusive hourly rate will be paid in accordance with time spent providing direct support to the offender. Additional time will not be paid for administrative duties that may be related, for example, such as calling to schedule a time to meet with the offender.

**No Show fee**: A No Show fee will be paid when an offender fails to show, without notice, for the scheduled meeting with the Community Support Worker.

#### 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 rate(s) below in the performance of this Contract, Applicable Taxes extra.

#### For the period from 01 October 2020 to 30 September 2021;

A) Labour, at the following firm all inclusive hourly rate of \$\_\_\_\_\_\_\_
 for an estimated **720** hours

If Tandem supervision is required by CSC, 50% of the above specified hourly rate can be applied for the second person needed to meet with the offender.

If the offender is a "No Show", the contractor will be paid the No Show fee of \$15.00 for that meeting.

#### B) Travel and Living

# 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 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.

#### Option Year 1: For the period from 01 October 2021 to 30 September 2022;

If Tandem supervision is required by CSC, 50% of the above specified hourly rate can be applied for the second person needed to meet with the offender.

If the offender is a "No Show", the contractor will be paid the No Show fee of \$15.00 for that meeting.

B) Travel and Living

\$2,000.00

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\$2,000.00

Opt	ion Year 2: For the period from 01 October 2022 to 30 September 2023;	
A)	Labour, at the following firm all inclusive hourly rate of \$ for an estimated <u>720</u> hours	\$
	If Tandem supervision is required by CSC, 50% of the above specified hourly rate can be applied for the second person needed to meet with the offender.	
	If the offender is a "No Show", the contractor will be paid the No Show fee of \$15.00 for that meeting.	
B)	Travel and Livingł	\$2,000.00
Opt	ion Year 3: For the period from 01 October 2023 to 30 September 2024;	
A)	Labour, at the following firm all inclusive hourly rate of \$ for an estimated <u>720</u> hours	\$
	If Tandem supervision is required by CSC, 50% of the above specified hourly rate can be applied for the second person needed to meet with the offender.	
	If the offender is a "No Show", the contractor will be paid the No Show fee of \$15.00 for that meeting.	
B)	Travel and Living <del>l</del>	\$2,000.00
Opt	ion Year 4: For the period from 01 October 2024 to 30 September 2025;	
A)	Labour, at the following firm all inclusive hourly rate of \$ for an estimated <u>720</u> hours	\$
	If Tandem supervision is required by CSC, 50% of the above specified hourly rate can be applied for the second person needed to meet with the offender.	
	If the offender is a "No Show", the contractor will be paid the No Show fee of \$15.00 for that meeting.	
B)	Travel and Living <del>l</del>	\$2,000.00

# 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 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.

# 4.0 Electronic Payment of Invoices - Bid

Canada requests that Bidders complete option 1 or 2 below:

1. () Electronic Payment Instruments will be accepted for payment of invoices.

The following Electronic Payment Instrument(s) are accepted:

() MasterCard Acquisition Card;

() Direct Deposit (Domestic and International).

2.() Electronic Payment Instruments will not be accepted for payment of invoices.

The Bidder is not obligated to accept payment by Electronic Payment Instruments.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

#### AREA 2: SAINT JOHN, NB

#### ANNEX B – Proposed Basis of Payment

#### **Definitions**

<u>All inclusive Hourly rate</u>: The all inclusive hourly rate will be paid in accordance with time spent providing direct support to the offender. Additional time will not be paid for administrative duties that may be related, for example, such as calling to schedule a time to meet with the offender.

**No Show fee**: A No Show fee will be paid when an offender fails to show, without notice, for the scheduled meeting with the Community Support Worker.

#### 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 rate(s) below in the performance of this Contract, Applicable Taxes extra.

#### For the period from 01 October 2020 to 30 September 2021;

C) Labour, at the following firm all inclusive hourly rate of \$\_\_\_\_\_ for an estimated **720** hours

If Tandem supervision is required by CSC, 50% of the above specified hourly rate can be applied for the second person needed to meet with the offender.

If the offender is a "No Show", the contractor will be paid the No Show fee of \$15.00 for that meeting.

#### D) Travel and Living

# 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 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.

# Option Year 1: For the period from 01 October 2021 to 30 September 2022;

C) Labour, at the following firm all inclusive hourly rate of \$\_\_\_\_\_\_ for an estimated <u>720</u> hours

If Tandem supervision is required by CSC, 50% of the above specified hourly rate can be applied for the second person needed to meet with the offender.

If the offender is a "No Show", the contractor will be paid the No Show fee of \$15.00 for that meeting.

D) Travel and Livingł

\$2,000.00

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\$2,000.00

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Opt	ion Year 2: For the period from 01 October 2022 to 30 September 2023;	
C)	Labour, at the following firm all inclusive hourly rate of \$ for an estimated <u>720</u> hours	\$
	If Tandem supervision is required by CSC, 50% of the above specified hourly rate can be applied for the second person needed to meet with the offender.	
	If the offender is a "No Show", the contractor will be paid the No Show fee of \$15.00 for that meeting.	
D)	Travel and Living <del>l</del>	\$2,000.00
Opt	ion Year 3: For the period from 01 October 2023 to 30 September 2024;	
C)	Labour, at the following firm all inclusive hourly rate of \$ for an estimated <u>720</u> hours	\$
	If Tandem supervision is required by CSC, 50% of the above specified hourly rate can be applied for the second person needed to meet with the offender.	
	If the offender is a "No Show", the contractor will be paid the No Show fee of \$15.00 for that meeting.	
D)	Travel and Living <del>l</del>	\$2,000.00
Opt	ion Year 4: For the period from 01 October 2024 to 30 September 2025;	
C)	Labour, at the following firm all inclusive hourly rate of \$ for an estimated <u>720</u> hours	\$
	If Tandem supervision is required by CSC, 50% of the above specified hourly rate can be applied for the second person needed to meet with the offender.	
	If the offender is a "No Show", the contractor will be paid the No Show fee of \$15.00 for that meeting.	
D)	Travel and Living <del>l</del>	\$2,000.00

# 4.0 Applicable Taxes

- (c) 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.
- (d) The estimated Applicable Taxes 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.

# 4.0 Electronic Payment of Invoices - Bid

Canada requests that Bidders complete option 1 or 2 below:

1. () Electronic Payment Instruments will be accepted for payment of invoices.

The following Electronic Payment Instrument(s) are accepted:

() MasterCard Acquisition Card;

() Direct Deposit (Domestic and International).

2.() Electronic Payment Instruments will not be accepted for payment of invoices.

The Bidder is not obligated to accept payment by Electronic Payment Instruments.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

# **AREA 3: FREDERICTON, NB**

#### ANNEX B – Proposed Basis of Payment

#### **Definitions**

<u>All inclusive Hourly rate</u>: The all inclusive hourly rate will be paid in accordance with time spent providing direct support to the offender. Additional time will not be paid for administrative duties that may be related, for example, such as calling to schedule a time to meet with the offender.

**No Show fee**: A No Show fee will be paid when an offender fails to show, without notice, for the scheduled meeting with the Community Support Worker.

# 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 rate(s) below in the performance of this Contract, Applicable Taxes extra.

# For the period from 01 October 2020 to 30 September 2021;

E) Labour, at the following firm all inclusive hourly rate of \$\_\_\_\_\_\_\_ for an estimated **720** hours

If Tandem supervision is required by CSC, 50% of the above specified hourly rate can be applied for the second person needed to meet with the offender.

If the offender is a "No Show", the contractor will be paid the No Show fee of \$15.00 for that meeting.

# F) Travel and Living

# 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 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.

# Option Year 1: For the period from 01 October 2021 to 30 September 2022;

E) Labour, at the following firm all inclusive hourly rate of \$\_\_\_\_\_\_ for an estimated <u>720</u> hours

If Tandem supervision is required by CSC, 50% of the above specified hourly rate can be applied for the second person needed to meet with the offender.

If the offender is a "No Show", the contractor will be paid the No Show fee of \$15.00 for that meeting.

F) Travel and Livingł

\$2,000.00

\$2,000.00

\$\_\_\_\_\_

\$\_\_\_\_\_

Opt	ion Year 2: For the period from 01 October 2022 to 30 September 2023;	
E)	Labour, at the following firm all inclusive hourly rate of \$ for an estimated <u>720</u> hours	\$
	If Tandem supervision is required by CSC, 50% of the above specified hourly rate can be applied for the second person needed to meet with the offender.	
	If the offender is a "No Show", the contractor will be paid the No Show fee of \$15.00 for that meeting.	
F)	Travel and Living <del>l</del>	\$2,000.00
Opt	ion Year 3: For the period from 01 October 2023 to 30 September 2024;	
E)	Labour, at the following firm all inclusive hourly rate of \$ for an estimated <u>720</u> hours	\$
	If Tandem supervision is required by CSC, 50% of the above specified hourly rate can be applied for the second person needed to meet with the offender.	
	If the offender is a "No Show", the contractor will be paid the No Show fee of \$15.00 for that meeting.	
F)	Travel and Living <del>l</del>	\$2,000.00
Opt	ion Year 4: For the period from 01 October 2024 to 30 September 2025;	
E)	Labour, at the following firm all inclusive hourly rate of \$ for an estimated <u>720</u> hours	\$
	If Tandem supervision is required by CSC, 50% of the above specified hourly rate can be applied for the second person needed to meet with the offender.	
	If the offender is a "No Show", the contractor will be paid the No Show fee of \$15.00 for that meeting.	
F)	Travel and Living <del>l</del>	\$2,000.00

# 5.0 Applicable Taxes

- (e) 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.
- (f) The estimated Applicable Taxes 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.

# 4.0 Electronic Payment of Invoices - Bid

Canada requests that Bidders complete option 1 or 2 below:

1. () Electronic Payment Instruments will be accepted for payment of invoices.

The following Electronic Payment Instrument(s) are accepted:

() MasterCard Acquisition Card;

() Direct Deposit (Domestic and International).

2.() Electronic Payment Instruments will not be accepted for payment of invoices.

The Bidder is not obligated to accept payment by Electronic Payment Instruments.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

# Annex C – Security Requirement Check List

					DSD-AT	_3791	
Mat Mar Gov	verriment	Gouvernemen			Contra	act Number / Numéro du contr	at
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				ITE CL	ECK LIGT (ODO)		
्रो, के जाने न		LISTE DE VÉRIFI	SECURITY REQUIREMEN	S REL	ATIVES À LA SÉ	.) CURITÉ (I VERS)	
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<ol> <li>Onginating Gover Ministère ou orga</li> </ol>	rnment Dep anisme dour	artment or Organizat vernemental d'origine	ion/ CSC		2. Branch o	r Directorate / Direction génér al Health and Reir	ale ou Direction
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wiess	port	ster re	megration.		-	by previding.	
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1		cês à des marchand					△ Non ∟ Oui
5. b) Will the suppli Regulations?	er require a	ccess to unclassified	military technical data subject	to the	provisions of the Te	chnical Data Control	X No Yes
Le fournisseur	aura-t-il ac	cès à des données la	echniques mitilaires non class	ifiées q	ul sont assujetties a	ux dispositions du Règlement	
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			,	01 + 0.01	entres i a		
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(Specify the le	vel of acces	ss using the chart in (	Question 7. c)		000 01010110120	CO GOOD OENOOR IEO!	
(Preciser le niv	veau d'acce er and its e	es en utilisant le table	au qui se trouve à la question	17.C)	oppose to restricted	access areas? No access to	
PROTECTED	and/or CLA	SSIFIED information	n or assets is permitted.				X No Yes Non Oui
Le fournisseur	r et ses emp	Noyês (p. ex. nettoye	urs, personnel d'entretien) au GÉS et/ou CLASSIFIÉS n'est	ront-ils	accès à des zones	d'accès restreintes? L'accès	
6 c) is this a comm	nercial couri	er or delivery require	ment with no overnight storage	pas au ie?	tonse.		No Yes
S'agit-il d'un c	ontrat de m	essagerie ou de livra	ison commerciale sans entre	posage			Non Oui
7 a) Indicate the ty	pe of inform	nation that the suppli	er will be required to access /	Indique	r le type d'information	on auquel le fournisseur devra	avoir accès
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7. c) Level of inform	nation / Niv	eau d'information					
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TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





Government Gouvernement of Canada du Canada

# DSD-ATL3791

Contract Number / Numéro du contrat 2/20 - 20 - 8408947 Security Classification / Classification de sécurité

PART A (cont	linued) / PARTIE A (suite)				-			
Kill 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?     Non     Yes								
If Yes, indicate the level of sensitivity:								
Dans l'affirmative, indiquer le niveau de sensibilité : 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?								
Short Title(s) of material / Titre(s) abrégé(s) du matériel : Document Number / Numéro du document :								
PART B - PER 10, a) Personn	SONNEL (SUPPLIER) / PARTIE el security screening level required	B - PERSONNEL (FOURNISSEUR		Comes managed and				
and the second			e ou personnel requis					
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	Special comments: Commentaires spéciaux :							
	NOTE: if multiple levels of screeni	ng are identified, a Security Classific	calion Guide must be provided.					
10. b) May uns	Creened personnel be used for our	ux de contrôle de sécurilé sont req tions of the work?	uis, un guide de classification d	e la sécurité doit être 6				
Du pers	onnel sans autorisation sécuritaire	peut-il se voir confier des parties d	lu travail?		No Yes			
	ill unscreened personnel be escori ffirmative, le personnel en question				No Yes			
					Non Oui			
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# DSD-ATL3791



Government Gouvernement of Canada du Canada

	Contract Number / Numéro du contrat
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-	Security Classification / Classification de sécurité

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#### DSD-ATL3791

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Telephone No N° de téléphone         Facsimile No N° de téléphone           (902)+26- (905)         902)+26- 8           14. Organization Security Authority / Responsable de la séc	COO I have drive E-mail address - Adresse Cour	rriel Date
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
Rita Dubois A/Contract S Analyste de la se	ecurity Analyst curite des contrats int.	Dubois, Rita
Telephone No N° de tétéphone Facsimile No N° de 613-992-8995 Rita. Du	bois@C\$C-SCC.GC.CA	Date 2019-12-20
<ol> <li>Are there additional instructions (e.g. Security Guide, Se Des Instructions supplémentaires (p. ex. Guide de sécurit Des Instructions supplémentaires (p. ex. Guide de sécurit)</li> </ol>	cutity Classification Guide) attached?	
16. Procurement Officer / Agent d'approvisionnement		
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
Josee Belleveau	District Officer, Contracting + Materiel Man	au Balli-
Telephone No N° de téléphone Facsimile No N° de	télécopieur E-mail address - Adresse cou	urriel Date
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17. Contracting Security Authority / Autorité contractante en	matière de sécurité	200-502.90.ca Dec 10/19
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
C. Jason Quade Contract Security Officer		Quade, Clarence Digitally signed by Quade, Clarence Date: 2020.01.03 13:16:06 -05:00
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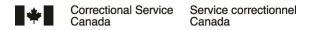
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## Annex D – Referral for Community Support Worker

Date of referral:					
Name:	FPS:				
Residence:	phone number:				
Parole Officer:					
Tandem Supervision:					

#### Referral criteria

Offender has the following condition(s) as defined in the Community Mental Health Service Delivery Guidelines (2013-03-22):

- Major Mental Disorder and /or Moderate to severe impairment (as determined by CMH)
- □ who are not familiar with community services in the area they will be residing in
- □ have no or minimal support in the area they will be residing in

#### Services and activities requested:

- Life skills development in areas such as cooking, shopping, money management, making and attending appointments, assisting with identifying community reintegration needs such as white card, Medicare, photo ID, birth certificates, etc
- □ The search for safe, affordable housing, advocate for financial resources, liaise with potential landlords, provide eviction prevention and help secure and maintain furnishings;
- □ Facilitating learning opportunities in the areas of mental illness, harm reduction strategies, and symptom management; and
- Crisis intervention and prevention.

#### Reason for referral:

#### I understand that my participation in this service is voluntary and that I am free to withdraw at any time.

Consent to participate in services provided by CSW:

Signature of offender

Signature of Witness

Date

#### Hours requested (to be filled out by Program Manager):

# Annex E - Evaluation Criteria

# **1.0 MANDATORY REQUIREMENTS**

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.

- 1. When citing past projects as examples, details should include information such as:
  - a. Project descriptions and overview of deliverables;
  - b. Start and end time (month/year) of the project and specify actual time period (months, years) (if applicable) spent on the project;
  - c. Role and responsibilities of your company within the project, including a description of the services provided to the client and type of deliverables; and
  - d. Identify the client organization (provide references). Include the client contact name, for which the work was directly performed and contact information. Note that contact information for any reference cited should include contact name, title and current telephone number.
- 2. Personnel resumes used within the context of the proposal should provide detail regarding the qualifications, relevant experience, and expertise of the proposed team member(s), including a summary/description of their past projects. Note that contact information for any reference cited should include contact name, title and current e-mail address and telephone number.
- 3. Note that in support of paragraphs 1 and 2 above, the evaluation team reserves the right to contact any reference provided.
- 4. A copy of the educational diploma/degree(s) for the proposed community worker(s) facilitator(s) should be included with the proposal.
- 5. Bidders must provide any other documentation and details as required.

#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met
M1	Demonstrate that the proposed community worker(s) is/are a graduate from a recognized community college or university, with a diploma in a field related to community development, human service counselling, criminology or volunteer development. A copy of diploma may be required prior to award and should be submitted with the proposal.		
M2	Demonstrate that the proposed community worker(s) have one (1) year experience working with socially disadvantaged persons in a provincial institution, federal institution and/or in the community.		
M3	Provide résumé for each proposed community worker(s) which would support the skills/expertise required.		
M4	Demonstrate that the organization has a minimum of two (2) years of experience in the provision of support to socially disadvantaged persons.		

# 2.0 POINT RATED TECHNICAL CRITERIA

In addition to meeting all of the mandatory requirements, the technical proposal will be evaluated on the basis of the following criteria. The proposal must obtain 75% of the maximum score in order to be deemed responsive.

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



	Point Rated Technical Criteria	Score	Comments
R1			
R I	The organization has experience in the provision of support to vulnerable populations suffering from a mental illness.		
	Five years or more experience		
	4 Years experience 25 points		
	3 Years experience 20 points		
	2 Years experience 15 points		
	1 Years experience <b>5 points</b>		
R2	The organization has experience in working with offenders in provincial institutions, federal institutions, and the community.		
	Five years or more experience		
	4 Years experience 25 points		
	3 Years experience 20 points		
	2 Years experience 15 points		
	1 Years experience <b>5 points</b>		
R3	The organization has experience in the provision of support to socially disadvantaged persons. Disadvantaged persons include but are not limited to intellectually challenged, persons with a history of violent behaviours, survivors of		
	trauma and/or individuals involved with the criminal justice systems, victims of crime, etc.		
	Five years or more experience 30 points		
	4 Years experience 25 points		
	3 Years experience 20 points		
	2 Years experience 15 points		
	1 Years experience5 points		
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R4	The organization has experience liaising with community agencies and individuals to secure the provision of a variety of supports including but not limited to financial, housing, recreational and individual support services such as life skills and personal hygiene.         Five years or more experience       30 points         4 Years experience       25 points         3 Years experience       20 points         2 Years experience       15 points		
	1 Years experience5 points		
	Total # of points		
	Minimum Score Required:	90 /120	