Service correctionnel Canada

RETURN	OFFERS	TO:	
RETOURN	VER LES	OFFRES	À٠

Bid Receiving - Réception des soumissions:

VIA EMAIL TO:

bidsubmissions.GEN-NHQContracting@CSC-SCC.GC.CA

<u>ATTENTION</u>: Claudette Chabot

REQUEST FOR A STANDING OFFER DEMANDE D'OFFRE À COMMANDES

Regional Master Standing Offer (RMSO) Offre à commandes maître régionale (OCMR)

Canada, as represented by the Minister of the Correctional Service of Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre du Service correctionnel Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ciaprès.

Comments - Commentaires:

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

Title — Sujet:					
Safety Training - Various	T _{Data} .				
	licitation No. — No. de l'invitation Date:				
21C50-19-3141723-A	_	ıst 19, 2020			
Client Reference No. — Nº. de Référe	ence d	lu Client			
21C50-19-3141723-A					
GETS Reference No. — Nº. de Référe	nce d	e SEAG			
21C50-19-3141723-A					
Solicitation Closes — L'invitation pre	<mark>end</mark>	Time Zone			
<mark>fin</mark>		Fuseau horaire			
at /à : 14 :00		CST			
On / Le : September 8, 2020 / le 8		Heure normale du centre			
septembre, 2020					
Delivery Required — Livraison exigée :					
See herein – Voir aux présentes					
F.O.B. — F.A.B.					
Plant – Usine: Destination:		Other-Autre:			
Address Enquiries to — Soumettre to	outes	questions à:			
Claudette Chabot					
Claudette Chabot@csc-scc.gc.ca					
Talambana Na No da 4515 mbana.					
Telephone No. – N° de téléphone: Fax No. – N° de télécopieur:					
306-659-9255					
Destination of Goods, Services and Cons Destination des biens, services et constru					
Multiple asper call-up					
Multiples, selon la commande subséquente.					
Security – Sécurité					
This request for a Standing Offer includes					
Cette Demande d'offre à commandes comprend des dispositions en matière de sécurité. Instructions: See Herein					
Instructions : Voir aux présentes					
Name and title of person authorized to sign on behalf of Vendor/Firm					
Nom et titre du signataire autorisé du fournisseur/de l'entrepreneur					
Name / Nom Ti	itle / Ti	tre			
Signature Date					
(Sign and return cover page with offer/					
Signer et retourner la page de couverture avec l'offre)					

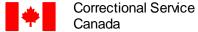


TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1. Introduction
- 2. Summary
- 3. Revision of Department name
- Security Requirement 4.
- Debriefings 5.
- Procurement Ombudsman 6.
- Multiple Standing Offers 7.

PART 2 - OFFEROR INSTRUCTIONS

- 1. Standard Instructions, Clauses and Conditions
- Submission of Offers 2.
- Former Public Servant 3.
- **Enquiries Request for Standing Offer** 4.
- 5. Applicable Laws

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 1. **Evaluation Procedures**
- Basis of Selection 2.

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

1. Certifications Precedent to Issuance of a Standing Offer and Additional Information

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

- 1. Security Requirement
- Insurance Requirements 2.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

- 1. Offer
- 2. Security Requirement
- 3. Standard Clauses and Conditions
- 4. Term of Standing Offer
- **Authorities** 5.
- Proactive Disclosure of Contracts with Former Public Servants 6.
- **Identified Users** 7.
- Call-up Instrument 8.
- 9. Limitation of Call-ups
- 10. Financial Limitation
- 11. Priority of Documents
- 12. Certifications and Additional Information
- 13. Applicable Laws

B. RESULTING CONTRACT CLAUSES

- 1. Statement of Work
- 2. Standard Clauses and Conditions
- 3. Term of Contract
- 4. Proactive Disclosure of Contracts with Former Public Servants
- 5. Payment
- 6. Invoicing Instructions
- 7. Insurance Requirements
- 8. Ownership Control
- 9. Closure of Government Facilities
- 10. Tuberculosis Testing
- 11. Compliance with CSC Policies
- 12. Health and Labour Conditions
- 13. Identification Protocol Responsibilities
- 14. Dispute Resolution Services
- 15. Contract Administration
- 16. Privacy
- 17. Information Guide for Contractors
- 18. Government Site Regulations

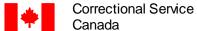
List of Annexes:

Annex A - Statement of Work Annex B - Basis of Payment

Annex C - Security Requirements Checklist

Annex D - Insurance Requirements

Annex E - Evaluation Criteria



PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offer (RFSO) is divided into seven parts plus attachments and annexes, as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the

RFSO;

Part 3 Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to

address the evaluation criteria specified;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted,

the evaluation criteria which must be addressed in the offer, and the basis of selection;

Part 5 Certifications and Additional Information: includes the certifications and additional information to

be provided;

Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be

addressed by Offerors; and

Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses

and conditions;

7B, includes the clauses and conditions which will apply to any contract resulting from a call-up

made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment and any other annexes.

2. Summary

(i) The Correctional Service of Canada has a requirement to provide vocational training to federally sentenced offenders to meet employment needs that are consistent with community standards and labour market conditions. It is important to ensure that vocational certifications are recognized in the labour market and relevant to community employment, therefore, accessing third party certifiers that issue certifications that meet community standards is imperative. The intent of this requirement is to provide third party certification for various Safety Training courses to groups of male and female offenders at various institutions in the Prairie Region. The training required includes the following, identified as STREAMS for various Work Locations (institutional sites in the Prairie Region):

STREAMS:

STREAM 1: H2S

STREAM 2: Confined Space

STREAM 3: Flag Person

STREAM 4: Fall Protection

STREAM 5: Transportation Dangerous Goods (TDG)

STREAM 6: Ground Disturbance

WORK LOCATIONS:

A. SK South sites

B. SK Central sites

C. SK North sites



- D. MB sites
- E. AB North site
- F. AB South sites
- G. AB Central sites
- The Identified User authorized to make call-ups against the Standing Offer is:
 - Correctional Service of Canada CORCAN in the Prairie Region CORCAN managers from the various institutions identified in the Annex A - Statement of Work
- The period for making call-ups against the Standing Offer is from the date of Standing Offer award to September 30, 2021 with the option to renew for two (2) additional one-year periods.
- (ii) This procurement is not subject to any trade agreement.

Revision of Departmental Name 3.

As this request for Standing Offer is issued by Correctional Service of 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, shall be interpreted as a reference to CSC or its Minister.

4. Security Requirements

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Offerors 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.

5. **Debriefings**

Offerors may request a debriefing on the results of the request for Standing Offer process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for Standing Offer process. The debriefing may be in writing, by telephone or in person.

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, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information about OPO, including the available services, please visit the OPO website.

Multiple Standing Offers 7.

CSC may award multiple Standing Offers as a result of this Request for Standing Offer. Up to a maximum of five (5) Standing Offers may be awarded per training STREAM 1 to 3; and Up to a maximum of seven (7) Standing Offers may be awarded per training STREAM 4 to 6, as listed below.

STREAMS	Work Locations
STREAM 1: H2S	A. SK South sites
	B. SK Central sites
	C. SK North sites

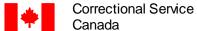
	D. MB sites E.AB North site
STREAM 2: Confined Space	A. SK South sites B. SK Central sites C. SK North sites D. MB sites E.AB North site
STREAM 3: Flag Person	A. SK South sites B. SK Central sites C. SK North sites D. MB sites E.AB North site
STREAM 4: Fall Protection	A. SK South sites B. SK Central sites C. SK North sites D. MB sites E. AB North site F. AB South sites G. AB Central sites
STREAM 5: Transportation Dangerous Goods (TDG)	A. SK South sites B. SK Central sites C. SK North sites D. MB sites E. AB North site F. AB South sites G. AB Central sites
STREAM 6: Ground Disturbance	A. SK South sites B. SK Central sites C. SK North sites D. MB sites E. AB North site F. AB South sites G. AB Central sites

NOTE:

Bidders can bid on one or on multiple STREAMS; however, the training must be provided at the institutional sites listed within the identified Work Location (A-G).

See Annex A- Statement of Work for a list of sites within each work location (A-G).

The bidder <u>must</u> supply sufficient resources for the estimated volume of sessions per STREAM for which they are interested in providing service. (See Annex A – Statement of Work for the estimated volume of sessions per institutional site and STREAM).



PART 2 - OFFEROR INSTRUCTIONS

Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offer (RFSO) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-andquidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2020-05-28) Standard Instructions - Request for Standing Offer - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offer - Goods or Services -Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

2. **Submission of Offers**

Offers must be submitted only to Correctional Service of Canada (CSC) by the date, time and place indicated on page 1 of the Request for Standing Offer.

Due to the nature of the Request for Standing Offer, transmission of offers by facsimile service to CSC will not be accepted.

3. **Former Public Servant**

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 FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed. Canada will inform the Offeror 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 offer 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 Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? YES () NO ()

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

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

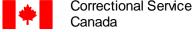
By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES** () **NO** ()

If so, the Offeror 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 - Request for Standing Offer**

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) business days before the Request for Standing Offer (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors 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 Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

5. **Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta, Saskatchewan and Manitoba.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 Offerors.

PART 3 - OFFER PREPARATION INSTRUCTIONS

Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer: one (1) soft copy (electronic copy)

Section II: Financial Offer: one (1) soft copy (electronic copy)

Section III: Certifications: one (1) soft copy (electronic copy)

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

Offerors are requested to submit their Financial Offer in a separate document from their technical offer.

Section I: Technical Offer

In their technical offer, Offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

Offerors <u>MUST</u> submit their financial offer in accordance with <u>Annex B, Basis of Payment and APPENDIX B1 – Basis of Payment, (attached separately)</u>. The total amount of Applicable Taxes must be shown separately.

Payment by Credit Card

Canada requests that offerors complete one of the following:

(a)	() Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups agains
		the Standing Offer.

The following	credit ca	ırd(s) are	accepted
Master Card		` '	•

(b) () Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the Standing Offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offer including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of CSC will evaluate the offers.

1.1. Technical Evaluation

1.1.1 Mandatory Technical Criteria

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

1.2 Financial Evaluation

1.2.1 Evaluation of Price - Offer

SACC Manual Clause M0220T (2016-01-28), Evaluation of Price - Offer

Offers containing a financial offer other than the one requested at **Article 3. Section II: Financial Offer** of **PART 3 – OFFER PREPARATION INSTRUCTIONS** will be declared non-compliant.

2. Basis of Selection

2.1 Basis of Selection – Mandatory Technical Criteria Only

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation <u>criteria</u> (M1 to M3 in Annex E- Mandatory Technical Criteria) to be declared responsive. The responsive offer with the lowest evaluated price per each STREAM (1-6) per each Work Location (A-G) will be recommended for issuance of a standing offer.

A separate evaluation will be conducted for each STREAM (1-6) for each work location (A - G).

In the case of a tie, the bid received first by email by the date and time meeting all the requirements with the lowest evaluated price will be deemed the successful bidder for standing offer award.

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a Standing Offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

1. Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror 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 offer non-responsive.

1.1 Integrity Provisions - Declaration of Convicted Offenses

- A) Subject to subsection B, by submitting an offer in response to this request for standing offer (RFSO), the Offeror 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 Offeror 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;
 - 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 an Offeror is unable to provide any of the certifications required by subsection A, it must submit with its offer the completed Integrity Declaration Form (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html). Offerors must submit this form to Correctional Service of Canada with their offer.

1.2 Integrity Provisions – Required documentation

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

- . Offerors that are corporate entities, including those submitting an offer 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. Offerors submitting an offer as sole proprietors, including sole proprietors submitting an offer as joint ventures, must provide a complete list of the names of all owners; or
- iii. Offerors that are a partnership do not need to provide a list of names.

List of Names:				
	_			
	=			
	-			
OR				
☐ The Offeror is a partnership				
During the combination of affairs the Officer record	من ما المناس	40	:fa 4b - Ca4	 ::

During the evaluation of offers, the Offeror must, within 10 working days, inform the Contracting Authority in writing of any changes affecting the list of names submitted with the offer.

1.3 Federal Contractors Program for Employment Equity – Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror 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).

Canada will have the right to declare an offer non-responsive or to set aside a Standing Offer if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" (list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

1.4 Status and Availability of Resources

SACC Manual clause M3020T (2016-01-28) Status and Availability of Resources

1.5 Language Requirements - English Essential

By submitting an offer, the Offeror certifies that, should it be awarded a standing offer as result of the request for a standing offer, every individual proposed in its offer will be fluent in English. The individual(s) proposed must be able to communicate orally and in writing in English without any assistance and with minimal errors.

1.6 Education and Experience

SACC Manual clause M3021T (2012-07-16) Education and Experience

1.7 Certification:

By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

1. Security Requirement

- 1. Before issuance of a standing offer, the following conditions must be met:
 - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A Standing Offer:
 - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7A Standing Offer:
 - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites:
- 2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful Offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
- 3. For additional information on security requirements, Offerors should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (http://ssi-iss.tpsgc.pwgsc.gc.ca/indexeng.html) website.

2. Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a Standing Offer as a result of the request for Standing Offer, can be insured in accordance with the Insurance Requirements specified in Annex D.

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex A.

2. Security Requirement

- **2.1** The following security requirements (SRCL and related clauses provided by ISP) apply to and form part of the Standing Offer.
 - 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).
 - 2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP/ISS/PWGSC.
 - 3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP/ISS/PWGSC.
 - 4. 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).

3. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

As this Standing Offer is issued by Correctional Service of Canada (CSC), any reference to Public Works and Government Services Canada (PWGSC) or it 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

2005 (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from the date of the award to September 30, 2021.

4.2 Extension of Standing Offer



If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional **two (2)**, **one (1) year periods**, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority **30 days** before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Claudette Chabot

Title: A/Senior Contracting Officer

Correctional Service of Canada

NHQ Contracting and Materiel Services

Telephone: 306-659-9255

E-mail address: Claudette.chabot@csc-scc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

5.3 Offeror's Representative

(Fill in or delete, as applicable).

6. 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</u> <u>Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

7. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is:

Correctional Service of Canada – CORCAN in the Prairie Region CORCAN managers from the various identified institutions in the Prairie Region.

8. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the Call-up Against a Standing Offer form or an electronic version.

9. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$_____ (insert total individual call-up limitation) (Applicable Taxes included).

10. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$_____ (insert the Standing Offer limit) (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or _____ (insert number of months) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

11. 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer:
- c) the general conditions 2005 (2017-06-21), General Conditions Standing Offers Goods or Services
- d) the general conditions 2010B (2020-05-28); General Conditions Professional Services (Medium Complexity)
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Security Requirements Check List
- h) Annex D, Insurance Requirements
- the Offeror's offer dated _____ (insert date of offer), (if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on _____ " **OR** "as amended on ____ " and insert date(s) of clarification(s) or amendment(s) if applicable).

12. Certifications and Additional Information

12.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

12.2 Status of Availability of Resources

If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.



13. **Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta, Saskatchewan and Manitoba.

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

1. Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

2. Standard Clauses and Conditions

2.1 General Conditions

2010B (2020-05-28), General Conditions - Professional Services (Medium Complexity), apply to and form part of the Contract.

2.2 Replacement of Specific Individuals

- If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 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.
- 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.

3. **Term of Contract**

3.1 Period of the Contract

The work must be completed in accordance with the call-up against the Standing Offer.

4. **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.

5. Payment

5.1 Basis of Payment

Payments will be made in accordance with Annex B - Basis of Payment

5.2 Financial Limitation - Total

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$_____(Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or _____ months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

5.3 Multiple Payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

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

5.4 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

5.5 Travel and Living Expenses

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

5.6 Payment of Invoices by Credit Card (to be indicated at time of award)

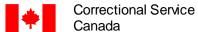
6. Invoicing Instructions

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

Each invoice must be supported by: a copy of time sheets to support the time claimed;

- 2. Invoices must be distributed as follows:
 - One (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Standing Offer. The Project Authority will be identified on the 'Call up' for services.

7. Insurance - Specific Requirements



The Contractor must comply with the insurance requirements specified in Annex D. 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.

Ownership Control 8.

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.

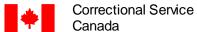
Closure of Government Facilities

- 9.1 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.
- 9.2 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.

10. Tuberculosis Testing

- 10.1 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.
- 10.2 Failure to provide proof of and results of a tuberculin test may result in the termination of the contract.
- 10.3 All costs related to such testing will be at the sole expense of the Contractor.

11. Compliance with CSC Policies



- 11.1 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.
- 11.2 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.
- 11.3 Details on existing CSC policies can be found at: www.csc-scc.gc.ca or any other CSC web page designated for such purpose.

12. Health and Labour Conditions

- 12.1 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.
- 12.2 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.
- 12.3 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.
- 12.4 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."

13. 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 selfidentification requirements:

- 13.1 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;
- 13.2 During attendance at any meeting, the Contractor or Contractor Representatives must identify themselves as such to all meeting participants;
- 13.3 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
- 13.4 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.

14. **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, or by web at www.opo-boa.gc.ca.

15. Contract Administration

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

16. Privacy

- 16.1 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.
- 16.2 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.

17. 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.

18. Government Site Regulations

The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.



ANNEX A - STATEMENT OF WORK

The Correctional Service of Canada has a requirement to provide third party certification for various Safety Training courses to groups of offenders at various institutions in the Prairie Region.

1.0 Background

CORCAN is an Agency of the Correctional Service of Canada (CSC) within the department of Public Safety and Emergency Preparedness. CSC and CORCAN are mandated to provide training, programs and services that facilitate offenders' re-entry into the work force following their release. Our focus is to ensure that offenders who participate in CORCAN activities are fully, regularly and suitably employed in a work environment that strives to achieve private sector standards.

To facilitate reintegration of offenders to the community and to support their opportunities for obtaining employment, it is necessary to deliver vocational training programs. It is important to ensure that vocational certifications are recognized in the labour market and relevant to community employment, therefore, accessing third party certifiers that issue certifications that meet community standards is imperative.

2.0 Objective

To provide various Vocational Safety Training programs with third party certification to groups of offenders at the CSC locations listed in section 5.0 Location of Work. Upon successful completion of the training, the participants are to be provided with certificates.

The various training required is as per the following table: (Note that each training program is identified as STREAM 1 through 6) -

STREAM 1	STREAM 2	STREAM 3	STREAM 4	STREAM 5	STREAM 6
H2S Alive	Confined	Flag Person	Fall	Transportation	Ground
	Space		Protection	Dangerous	Disturbance
				Goods (TDG)	

3.0 Tasks

The Contractor must provide:

- a) Certified instructor'(s) to deliver training sessions for STREAMS as listed above for H2S Alive, Confined Space, Flag Person, Fall Protection, Transportation Dangerous Goods (TDG), and Ground Disturbance. The training must include classroom and application of knowledge learned in the classroom in a practical setting with hands-on-exercises for the courses that require it.
- b) the curriculum for the training program required in order to provide certification to participants at the identified area locations in section 5.0.
- c) all manuals, handouts, materials and necessary equipment for the Contractors' Resource and participants. This includes the responsibility for transportation of resources and all course materials/equipment to and from the work location sites.
- d) a training program that must result in a certification as per each of the STREAM of training listed below.

<u>STREAM 1</u> H2S Alive (minimum 8 hour course)

<u>STREAM 2</u>

Confined Space (minimum 6 hour course)

- - As Energy Safety Canada's in-class course is being finalized, delivery of this course will begin after September 1, 2020.
 - Prior to course delivery, the Contractor must provide to Project Authority a copy of Trainer certification from Energy Safety Canada for each approved resource to deliver In-class Confirmed Space safety training.

STREAM 3

Flag Person (minimum 4 hour course)

Fall Protection (OSSA) - (minimum 6 hour course)

STREAM 5

Transportation Dangerous Goods (TDG) - (minimum 3 hour course)

STREAM 6

Ground Disturbance (minimum 4 hour course)

NOTE: There is no computer availability for Offenders or internet access - All STREAMS of training courses MUST be instructor led / in-class facilitation without offenders requiring access to a computer or internet. Any computer equipment, if required by the instructor requires pre-approval by the Designated Manager.

The estimated number of courses for each program per year for each location is listed below in 5.0 Location of Work. The estimated course requirement does not constitute a contractual guarantee and there is no guaranteed minimum number of courses at each location.

e) The Contractor or Contractor's resource delivering the training must:

- Participate in an orientation at the identified location prior to delivery of training as per section 8.0 Orientation Prior to Course Delivery.
- Work with the Designated Manager at each location to determine course dates;
- Arrive, at least, 30 to 45 minutes prior to the start time of the course to allow time for processing by the principal entrance security and resolve any logistical issue, set up and be ready for arrival of participants;
- Have all materials prepared for the course and seek assistance from CSC personnel when needed or practical training as identified in section 10.0 Site Visit Prior to Course Delivery: and
- Ensure area of work is searched at the end of each day and any tool control, attendance management and security procedures are followed as identified in the site orientation prior to course delivery.

4.0 Deliverables

For all training within the identified STREAM programs, the Contractor must provide:

- a) Sufficient resources (instructors) to facilitate in-class training for each of the locations proposed for the identified STREAM of training. As the Training will be delivered based on each institution's need, the contractor must have sufficient resources to deliver training at the sites as required by CSC.
- b) Training materials, written, practical exercises and testing as required for the completion of the applicable course:
- c) A detailed course outline:

- - d) All necessary materials which include but are not limited to: manuals, handouts, materials, Personal Protective Equipment (PPE) and Occupational Health Safety (OHS) approved for each program and any other necessary equipment;
 - e) Delivery of all materials/equipment to the location prior to start of course (materials/equipment will be stored on site at the location during the course);
 - f) A list of successful participants to the Designated Manager;
 - g) To the Project Authority, hard copy of certificates for successful participants within 21 days of course completion (by email or mail), as well as the dates of training, the location of training and number of participants;

For each course, CSC (CORCAN) must provide:

- a) Selection of participants with a confirmed number of participants for the course to be provided to the Contractor two working days prior to the course commencement date:
- b) Training facilities of delivery, including classroom and any equipment required for use during classroom instruction (note that all types of media utilized for delivery of the training is subject to pre-approval by the Project Authority and the type of media will be identified in the call-up);
- c) At each location, sufficient space for practical training;
- d) At each location, sufficient space and access (dependent on site protocols) for the Contractor's Resource to this space, to store all of the Contractor's materials and necessary equipment for the duration of each course; and
- e) Gloves and steel toe boots for all participants.

CSC CORCAN, Project Authority will provide a list to the Contractor of the designated managers for each CSC institutional location upon award of the Standing Offer.

The designated manager for each CSC institutional location will work with the Contractor to determine course delivery dates.

Estimated Volume

The estimated number of courses for each program per year for each location is included below. The following estimated course requirement does not constitute a contractual guarantee and there is no guaranteed minimum number of courses at each location.

The minimum number of participants per course is 8, and the maximum number of participants per course is 15.

Due to the COVID-19 pandemic situation the number of participants may be from a minimum of four (4) to seven (7) participants depending on the class room size in order to keep the physical distance. The Basis of Payment for participation will be contingent upon this requirement.

The number of participants per course could recommence to a minimum of eight (8) up to a maximum number of fifteen (15) participants per course once the COVID-19 pandemic mitigation strategy is adjusted.

The designated manager for each CSC institutional location will work with the Contractor to determine course delivery dates.

5.0 Location of Work:



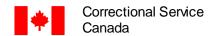
The Contractor must perform the work at the CSC Institution, Healing Lodge or Community location as identified below (A-G).

A.	CSC Institutions for SK North	Security Classification	Estimated Number of Sessions / Per Stream / Per Year
15 ^{tl} P.0	skatchewan Penitentiary Street West D. Box 160 nce Albert SK, S6V 5R6	Minimum and Medium Security Facility	Up to 8 courses
P.0	Ilow Cree Healing Lodge D. Box 520 ck Lake SK, S0K 1J0	Minimum Security Facility	Up to 6 courses

B.	CSC Institutions for SK Central	Security Classification	Estimated Number of Sessions / Per Stream / Per Year
252 PO	gional Psychiatric Centre 20 Central Ave N 9 Box 9243 skatoon SK, S7K 3X5	Medium Security Facility	Up to 4 courses
241	mmunity Industries 10-11 th Street West skatoon Saskatchewan;	Community Facility	Up to 6 courses

C.	CSC Institutions for SK South	Security Classification	Estimated Number of Sessions / Per Stream / Per Year
PO	imaw Ohci Healing Lodge Box 1929 ple Creek SK, S0N 1N0	Minimum Security Facility	Up to 4 courses
165 Reg	kana, CCC 50 Halifax Street gina, SK P 1S8	Community Facility	Up to 2 courses

D.	CSC Institutions for MB	Security Classification	Estimated Number of Sessions / Per Stream / Per Year
Hig	ony Mountain Institution hway #7 North at Stony Mountain ony Mountain MB, R0C 3A0	Minimum and Medium Security Facility	Up to 8 courses
104 Wii	borne Centre CCC 48 Main Street nnipeg, MB W 3R3	Community Facility	Up to 6 courses



E.	CSC Institutions for AB North	Security Classification	Estimated Number of Sessions / Per Stream / Per Year
Ho _l Ba	ande Cache Institution ope Ave g 4000 ande Cache AB, T0E 0Y0	Medium Security Facility	Up to 8 courses

F.	CSC Institutions for AB South	Security Classification	Estimated Number of Sessions / Per Stream / Per Year
Hw	wden Institution ry 2 9 Box 6000 isfail AB, T4G 1V1	Minimum and Medium Security Facility	Up to 8 courses
Hw	umheller Institution ry 9PO Box 3000 umheller AB, T0J 0Y0	Minimum and Medium Security Facility	Up to 8 courses

G.	CSC Institutions for AB Central	Security Classification	Estimated Number of Sessions / Per Stream / Per Year
111	monton Institution for Women 51 178 Street monton AB, T5S 2H9	Minimum and Medium Security Facility	Up to 8 courses
953	erson Centre 30 101 st Ave monton AB, T5H 0B3	Minimum Security Facility	Up to 8 courses
394	mmunity Industries -0 53 rd Ave NW monton, AB, T6B 3N7	Community Facility	Up to 8 courses
Hig PO	Sâkâstêw Centre hway 2A Box 1500 skwacis AB, T0C 1N0	Minimum Security Facility	Up to 8 courses

(http://www.csc-scc.gc.ca/facilities-and-security/001-0005-eng.shtml)).

Travel and Living – There will be no travel and living expenses associated with this Standing Offer.

6.0 Hours of Work

The Contractor must provide training during the available location operational hours (Monday to Friday, 8:00 am to 4:00 pm);

Expected hours available for training at a Community and Minimum Security Level Institution is 8 hours per day.

Expected hours available for training at a Medium and Maximum Security Level Institution is 6 hours per day.

Specific times may vary slightly (start a bit later, end a bit earlier) at each location and will be identified at the time of the call-up for services. All locations will have a 30 to 90 minute shut down period during lunch for operational reasons. The shut down period for lunch will be identified at the time of call-up for services.

7.0 Language of Work

The Contractor's Resources must deliver the courses (read, communicate orally and in writing) in English.

8.0 Orientation Prior to Course Delivery

Prior to commencing delivery of each course (date acceptable to the Contractor and Delegated Manager), the Contractor's Resource must receive an Orientation, briefing on the policies and procedures including security procedures, delivery and storage of materials/equipment, review any logistical questions and other information necessary prior to course commencement including practical training. This may last up to three hours (may be shorter if it is not the first course the Resource has delivered at the location) and may be delivered via prereading, telephone, video conference or in person, as determined by the designated CSC CORCAN manager at the site.

9.0 Meetings

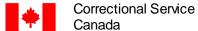
The Project Authority may call a meeting at any time to resolve urgent matters, and/or resolve any issues or concerns. The location, date and time will be agreed upon between the Project Authority and Contractor.

10. Constraints

- a) Courses are delivered to federally sentenced offenders who are incarcerated at federal
 institutions (including minimum, medium and maximum security inmates). Policies related to security
 classification determination and federal institutions can be found on the following CSC website: www.csc-scc.qc.ca
- b) Participants may exhibit difficult or resistant behaviour;
- c) There may be delays entering the location. All items brought into the location must be inspected, x-rayed and may be tested for contraband;
- d) Individuals entering the location may also be subject to search procedures (for example dog search, ion scan, walk through metal detector, etc.); and
- e) Participants are not allowed access to the internet.

11. Cancellation

In the event that a scheduled session must be cancelled or rescheduled by CSC, the Project Authority, his/her delegated authority or the institution, shall give the Contractor a minimum of 24 hours notice. A message will be deemed as notification. Course session(s) will be rescheduled at the earliest convenience. It is the contractor's responsibility to call the institution prior to leaving the day of the training to ensure that a lockdown has not been issued in the previous 24 hours.



ANNEX B - PROPOSED BASIS OF PAYMENT

Bidders <u>MUST</u> complete the <u>Appendix B1 – Basis of Payment</u> tables (attached separately), and submit a copy (electronically) with its offer.

Prices are to be Applicable taxes extra.

<u>NOTE</u>: Bidders can bid on one or on multiple STREAMS however, the training must be provided at the institutional sites listed within the identified location of work as per the Annex A – Statement of Work, 5.0 Location of Work (A-G).

Bidders are to clearly identify the STREAM and LOCATION for which service is being proposed.

A separate evaluation will be conducted for each STREAM (1-6) for each work location (A - G).

<u>Basis of Selection:</u> The responsive offer with the lowest evaluated price per each STREAM (1-6) per each Work Location (A-G) will be recommended for issuance of a standing offer.

The following basis of payment will apply to any call-up issued against this Standing Offer.

1.0 Professional Services provided with a Firm Price:

For professional services requested by Canada, Canada will pay the Contractor the firm price set out in the Contract based on the firm, all-inclusive rates set out in this Annex, Applicable Taxes extra

Due to the COVID-19 pandemic situation the number of participants may be from a minimum of four (4) to seven (7) participants depending on the class room size in order to keep the physical distance. The Basis of Payment for participation will be contingent upon this requirement.

The number of participants per course could recommence to a minimum of eight (8) up to a maximum number of fifteen (15) participants per course once the COVID-19 pandemic mitigation strategy is adjusted.

Period 1: From Standing Offer Award to September 30, 2021.

2.0 Options to Extend the Standing Offer Period:

Subject to the exercise of the option to extend the Standing Offer period in accordance with Article < To Be Inserted at Contract Award> of the original Standing Offer, Options to Extend the Standing Offer, 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 any call-up issued as a result of the Standing Offer extension.

Option Year 1: October 1, 2021 to September 30, 2022.

Option Year 2: October 1, 2022 to September 30, 2023.

3.0 Applicable Taxes

(a) All prices and amounts of money in the Standing Offer are exclusive of Applicable Taxes, unless otherwise indicated. Applicable Taxes are extra to the price herein and will be paid by Canada.

Service correctionnel Canada

(b) The estimated Applicable Taxes of \$<\(\subseteq To Be Inserted at Standing Offer Award \) are included in the total estimated cost shown on page 1 of this Standing Offer. 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 Offeror agrees to remit to Canada Revenue Agency (CRA) any amounts of Applicable Taxes or due.

4.0 Payment by C	redit Card
------------------	------------

Canada requests that Offerors complete one of the following:

(a) () Government of Canada Acquisition Cards (credit cards) will be accepted for payment.
The following credit card(s) are accepted: Master Card:
(b) () Government of Canada Acquisition Cards (credit cards) will not be accepted for payment.
The Offeror is not obligated to accept payment by credit card.
Acceptance of credit cards for payment will not be considered as an evaluation criteria.

ANNEX C - SECURITY REQUIREMENTS CHECK LIST

DSD-PRA3555-CORCAN Contract Number / Numéro du contrat

of Canada du Canada	3/	C50 - 19 - 3141723 Security Classification / Classification de sécurité
LISTE DE VÉRIFI	ECURITY REQUIREMENTS CHE	
PART A - CONTRACT INFORMATION / PARTIE A 1. Originating Government Department or Organizat Ministère ou organisme gouvernemental d'origine	 INFORMATION CONTRACTUELLE on / 	Branch or Directorate / Direction générale ou Direction CORCAN
3 a) Subcontract Number / Numéro du contrat de so	ous-traitance 3. b) Name and A	ddress of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work / Brève description du tr Salety Training for Manitoba and Saskatchewan-H2S A Salety Training Training Teurs		
a) Will the supplier require access to Controlled G Le fournisseur aura-t-il accès à des marchandis		V No Non Yes Oui
b) Will the supplier require access to unclassified Regulations? Le fournisseur aura-t-il accès à des données te sur le contrôle des données techniques? Indicate the type of access required / Indiquer le	chniques militaires non classifiées qui	ovisions of the Technical Data Control V No Non Oui
6. a) Will the supplier and its employees require acc Le fournisseur ainsi que les employés auront-li (Specify the level of access using the chat in C (Specify the level of access using the chat in C (Préciser le niveau d'accès en utilisant le table.) 6. b) Will the supplier and its employees (e.g. cleans PROTECTED and/or CLASSIFIED information Le fournisseur et ses employés (p. ex. netloyer à des renseignements ou à des biens PROTÉ 6. c) Is this a commercial courier or delivery requirer S'agit-il d'un contrat de messagerie ou de livrai	s accès à des renseignements ou à de Juestion 7 c) au qui se trouve à la question 7 c) irs. maintenance personnel) require ac or assels is permitted urs, personnel d'entretien) auront-ils ac sés etuc CLASSIFIÉS n'est pas autor nent with no overnight storage?	cess to restricted access areas? No access to No No Ves vise à des zones d'accès restreintes? L'accès la No No Ves
I II.		type d'information auquel le fournisseur devra avoir accès
Canada	NATO / OTAN	Foreign / Étranger
7. b) Release restrictions / Restrictions relatives à la No release restrictions Aucune restriction relative à la diffusion	diffusion All NATO countries Tous les pays de l'OTAN	No release restrictions Aucune restriction relative à la diffusion
Not releasable À ne pas diffuser Restricted to: / Limité à	Restricted to: / Limité à : Specify country(ies): / Préciser le(s)	Restricted to: / Limité à : pays Specify country(ies) / Préciser le(s) pays
7 c) Level of information / Niveau d'information PROTECTED A PROTÉGÉ A PROTÉGÉ B PROTECTED B PROTECTED C PROTÉGÉ C CONFIDENTIAL CONFIDENTIAL SECRET SECRET TOP SECRET TRÉS SECRET TOP SECRET [SIGINT] IRÉS SECRET (SIGINT)	NATO UNCLASSIFIED NATO NON CLASSIFIÉ NATO RESTRICTED NATO DIFFUSION RESTREINTE NATO CONFIDENTIAL NATO CONFIDENTIEL NATO SECRET NATO SECRET COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED A PROTÉCÉ A PROTÉCÉ B PROTÉCÉ B PROTÉCÉ B PROTÉCÉ C PROTÉCÉ C CONFIDENTIAL CONFIDENTIAL CONFIDENTIAL SECRET SECRET TOP SECRET TRÉS SECRET TOP SE
TBS/SCT 350-103(2004/12)	Security Classification / Classification	con de sécurité Canadä

Service correctionnel Canada

DSD-PRA3555-CORCAN

Government of Canada Gouvernement du Canada

Contract Number / Numbro du contrat

2 1050 -- 19 - 3 1417 23

Security Classification / Classification de sécurité

	nued) / PARTIE A (suite) blier require access to PROTECTED a	adia-CLASSIFIED COMSEQ			
Le fournisse	ur aura-t-II accès à des renseignemen ate the level of sensitivity:	its ou à des biens COMSEC dé:	signés PROTÉGÉS el/ou CL	ASSIFIÉS?	✓ No Yes Non Oui
Dans l'affirm	ative, indiquer le niveau de sensibilité				
9. Will the supp Le fournisse	olier require access to extremely sensi ur aura-t-il accès à des renseignemen	itive INFOSEC information or as its ou à des biens INFOSEC de	sets? nature extrêmement délicate	97	No Yes Non Oui
) of material / Titre(s) abrégé(s) du ma umber / Numéro du document :	stériel			
PART B - PER 10, a) Personn	SONNEL (SUPPLIER) / PARTIE B - I al security screening level required / N	PERSONNEL (FOURNISSEUR	du personnel requis		
	RELIABILITY STATUS	CONFIDENTIAL	SECRET	TOP SE	
	TOP SECRET - SIGINT	CONFIDENTIEL NATO CONFIDENTIAL	SECRET NATO SECRET	a state of the sta	SECRET C TOP SECRET
	TRÈS SECRET – SIGINT L	NATO CONFIDENTIEL	NATO SECRET		C TRÈS SECRET
Ш	ACCÈS AUX EMPLACEMENTS				
	Special comments: Commentaires spéciaux :				
	NOTE: If multiple levels of screening a REMARQUE: Si plusieurs niveaux d	are identified, a Security Classific	ation Guide must be provided.		
10. b) May uns	creened personnel be used for portion innel sans autorisation sécuritaire peu	s of the work?		de la securite doit e	✓ No Yes
If Yes, w	ill unscreened personnel be escorted?	7	J travali?		No Yes
de secon	firmative, le personnel en question sei				L Non LOui
	EGUARDS (SUPPLIER) / PARTIE C IN / ASSETS / RENSEIGNEMENT		(FOURNISSEUR)		
11 a) Will the s	supplier be required to receive and sto	re PROTECTED and/or CLASS	SEIED information or assets	on its site or	No TYes
premises	s? sseur sera-t-il tenu de recevoir et d'en				Non Oui
11 b) Will the s	supplier be required to safeguard COM	MSEC information or assets?			No TYes
	sseur sera-t-il tenu de protéger des re	nseignements ou des biens CO	MSEC?		✓ Non Oui
PRODUCTIO	N				
11. c) Will the pr	oduction (manufacture, and/or repair ar	nd/or modification) of PROTECTE	D and/or CLASSIFIED mater	ial or equipment	No TYes
	he supplier's site or premises? llations du foumisseur serviront-elles à l เจอเอเล็ว	a production (fabrication eVou ré	paration et/ou modification) de	matériel PROTÉGÉ	✓ Non Oui
00.000000000000000000000000000000000000			New Control of the Co		
INFURMATIO	N TECHNOLOGY (IT) MEDIA / SUI	PPORT RELATIF A LA TECHNO	DLOGIE DE L'INFORMATION	l (TI)	The second secon
11 d) Will the su information	upplier be required to use its IT systems	to electronically process, produc	e or store PROTECTED and/	or CLASSIFIED	✓ No Yes
Le foumis renseigns	sseur sera-t-il tenu d'utiliser ses propres ements ou des données PROTÉGÉS et	systèmes informatiques pour tra Vou CLASSIFIÉS?	iter, produire ou stocker électr	oniquement des	
Disposer	be an electronic link between the suppli a4-on d'un lien électronique entre le sys mentale?	ier's IT systems and the governm stème informatique du fournisseu	ent department or agency? r et celui du ministère ou de l'a	agence	No Yes
gouverne	(include)				
TBS/SCT 350	-103(2004/12)	Security Classification / Class	sification de sécurité		O 1141
		L			Canadä

DSD-PRA3555-CORCAN

Government of Canada

Gouvernement du Canada

Contract Number / Number odu contrat

31250 - 19 - 31417 33

Security Classification / Classification de sécurité

For users comple site(s) or premise Les utilisateurs q niveaux de sauve For users comple	s. ui re gar ting	empl de re	issei equi:	nt le formulaire s aux installati n online (via ti	e manuel ions du fo he Interne	lement do umisseur. t), the sur	nmary chart	le fableau réc	apitulatif	ci-dessou	ıs pou	ir ind	ique es to	r, pour chaqu	e calégor	ie, les
Dans le cas des u dans le tableau ré	utilis	aleu	ns q	ui remplissent	le formul	aire en Ilg	gne (par Inlei	met), les répo	nses aux	questions	préc	éden	tes s	sont automatic	uement :	salsies
Category Catégone		OTEC			ASSIFIED LASSIFIÉ			OTAN						COMSEC		
	A	В	c	CONFIDENTIAL	SECRET	TOP	NATO RESTRICTED	NATO	NATO SECRET	COSUIC		OTECT		CONFICENTIAL	SECRET	TOP
an ang ang ang ang ang ang ang ang ang a			31	CONFIDENTIEL		TRES SECRET	NATO D FFUSION RESTREINTE	NATO CONFIDENTIEL	J. J	SECRET COSMIC TRES SECRET	A	В	С	CONFIDENTIEL	SCLACI	TRES SECRE
formation / Assets enseignements / Biens	123					- X									1	1
oduction			-								\top				1	1
Media /									1							1
Unk / en électronique						·	-				+	-	-		 	-
a) Is the descrip La description If Yes, classif Dans l'affirma « Classification	du l y th	is fo	il vis	é par la prése oy annotating Ter le présen	the top a	RS est-elle and botto ire en ind	e de nature P om in the are liquant le ni	ROTÉGÉE et a entitled "S	ou CLAS	lassificat	ion". ntitul	ée		[√ No Non	
b) Will the documental	mer lion	tatio asso	n at	lached to this à la présente	SRCL be LVERS	PROTEC sera-t-elle	TED and/or PROTÉGÉE	CLASSIFIED? E el/ou CLASS	SIFIÉE?					[√ Non	
If Yes, classify attachments (Dans l'affirma « Classification	e.g.	SEO, cla	CRE	T with Attach Ter le présen	iments). t formula	ire en ind	liquant le ni		rité dans	la case i	ntitul	ée				

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canadä

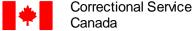
TBS/SCT 350-103(2004/12)

	Government	Gouvernement		C	ontract Number	er / Numéro du	contrat	
	of Canada	du Canada		2150-	-19-	51417	22	
	XIII INDICATOR STORE A			Security	v Classification	n / Classificatio	n de sécurité	-
								gelfiste
		PARTIE D - AUTORISATION by / Chargé de projet de l'o		美名尼亚州巴亚河东西	STORE WASHING	第14章 计图像表示		
	Nom (en lettres m	record the difference construction and an end of the construction	Title - Titre		Signature	0	1	
		iouice)	1100 1100		Orginatoro	1 - (16	/	
Kelly Hartle			A/CEO, CC	DRCAN	477	ATT	_	
	- N° de téléphone	Facsimile No - N° d	e télécopieur	E-mail address - Adresse con	umiel	Date 201	9-07-11	-
613-943-005				kelly.hartle@csc-scc gc.cs		201	9-07-11	
V		rity / Responsable de la sé		nisme				
Name (print) -	Nom (en lettres m	ioulees)	Title - Titre		Signature			
Rohe	rt Wattio	- AlPhusical	Socuri	tu Analust				
Telephone No	N° de léléphone	- A/Physical Facsimile No N° d	e télécopieur	E-mail address - Adresse con	urriel	Date 20	40.07.44	-
						20)19-07-11	
15. Are there	additional Instruction	ons (e.g. Security Guide, S	ecurity Classif	ication Guide) attached?			1 No	Yes
Des instru	ctions supplement	aires (b. ex. Guide de seci	inte Guda da	classification de la sécurité) so	nt-elles jointes	5.7	₩ Non	Qui
Claud	otto Chaha			Name of Contract o			***************************************	
The state of the s	ette Chabo				Signature		¥	
	rement Off				A	2 11	7/	
	06-659-925				Hom	Tellap	Frates	
Email	: claudette.	chabot@csc-sc	c.gc.ca	mail address - Adresse co	ourriel ,	Date 20	19-07-11	
		y / Autonte contractante e		Acurità			10 01 11	
	Nom (en lettres m		Title - Titre		Signature	ノムワー	Digitally sign	ed
tamo (pinty		odices,	11110		COU	dDa	by	
Telephone No	- N° de téléphone	Facsimile No N° d	e télécopieur	E-mail address - Adresse co	DUNIAL C	เดก	GoodDavids	on,
						A construction of the cons	· ai icoa	
					1/		Date: 2019.07 14:47:27 -04'0	7.2
				33	van	essa	14.47.27 -044	יחחי
							17.77.27 -071	50

Security Classification / Classification de sécurité

DSD-PRA3555-CORCAN

Canadä



ANNEX D - INSURANCE REQUIREMENTS

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
 - 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.
 - r. 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

Service correctionnel Canada

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.

ANNEX E - EVALUATION CRITERIA

1.0 Technical Evaluation:

- 1.1 The following elements of the offer will be evaluated and scored in accordance with the following evaluation criteria.
 - Mandatory Technical Criteria

It is <u>imperative</u> that the offer <u>address each of these criteria</u> 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 offers, it is recommended that Offerors' offers address the mandatory criteria in the order in which they appear in the Evaluation Criteria and using the numbering outlined.
- II. Offerors 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 offer 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.

.44.	Correctional Service
7	Canada

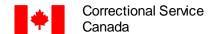
MANDATORY TECHNICAL CRITERIA

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation and supporting data to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria specified below will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

#	Mandatory Technical Criteria	Offeror Response Description (include location in offer)	Met/Not Met
M1	Industry Certification:	,	
	For each of the training STREAM(S) that the bidder proposes to provide service for, the bidder must:		
	- name the Stream and,		
	- provide proof of documentation as to how the <u>training</u> is <u>industry certified</u>		
	Industry certified means the training provided by the bidder will result in certification recognized by the industry at a level equivalent to but not limited to;		
	 Energy Safety Canada (formerly ENFORM and OSSA) Occupational Safety and Health Administration (OSHA), Canadian Provincial / Territory jurisdictions OHS regulations, Canadian Standards Association (CSA), Canadian Occupation Health & Safety (OH&S) Transport Canada Alberta Safety Association Alberta Common Ground Alliance (ABCGA) 		
	Provision of "proof of documentation" from the industry may be in the form of a letter or certificate from a third party federal or provincial quality assurance approvers, which demonstrates the bidder's training is industry certified.		
	Certification that is only recognized specifically by a single company or work site location does not meet this standard.		
	*Note some training has province specific OHS requirements. In instances where provincial OHS approval is required, documentation of provincial approval <u>must be provided with bid</u> .		
	It is the Bidder's responsibility to clearly show how you meet the industry certification as required in the above		

	criteria. Failure to do so could result in your proposal being deemed non-responsive.	
M2	Proposed resource(s) certification to instruct:	
	A) For each of the identified training STREAM(S) that the bidder proposes to provide service for, the Bidder must provide:	
	 the name(s) of its proposed resource(s) certified to instruct. 	
	B) The Bidder must provide for each proposed resource:	
	 current, valid documentation which demonstrates that the resource is certified to instruct the industry certified training, as defined under M1. (e.g. certificates and/or letter(s)), 	
	If the Bidder is proposing resource(s) as trainer(s) for <u>multiple STREAMS</u> , the bidder must clearly show how <u>each</u> resource is certified for <u>each</u> applicable STREAM being proposed.	
	Note: For Stream 2 – Confined Space, bidder should provide proposed recourse(s) <u>current</u> certification. (Refer to SOW 3.0.d – STREAM2)	
	It is the bidder's responsibility to clearly show how the proposed resource(s) meets the certification to instruct as required in the above criteria. Failure to do so could result in your proposal being deemed non-responsive.	
М3	Proposed resource(s)' experience:	
	For <u>each</u> of the identified STREAM(S) that the bidder proposes to provide service for, the Bidder's proposed resource(s) must have EACH delivered a <u>minimum of twelve (12) courses</u> as a current certified instructor with experience being <u>within the last three (3) years</u> prior to the bid solicitation publication date.	
	To demonstrate the experience , the Bidder <u>must</u> provide for <u>EACH proposed resource</u> , details of the courses they have facilitated that include:	
	a) Resource name	
	b) Name of STREAM	
	 c) Client's name; (including a telephone number and/or email address of client); 	
	 d) Start and end date of each course facilitated (day/month/year to month/year) 	



It is the bidder's responsibility to clearly show how the proposed resource(s) meet the above experience criteria. Failure to do so could result in your proposal being deemed non-responsive.

See <u>Example</u> below of how to submit the M3 requirement for each resource being proposed:

- a) Resource (Trainer): Joe Bell
- b) STREAM 1, Forklift Training
- c) Client: John Doe, ABC Company; phone: (555) 555-5555):

email: testing@generic.com;

- d) Course dates:
 - 1) Date 1(e.g January 15, 2018)
 - 2) Date 2 (e.g. February 10, 2018)
 - 3) Date 3 (e.g March 11, 2018)
 - 4) Date 4 (e.g March 23, 2018)
 - 5) Date 5 (e.g April 19, 2018)
 - 6) Date 6 (e.g August 20, 2018)
 - 7) Date 7 (e.g August 29, 2018)
 - 8) Date 8 (e.g September 30, 2018)
 - 9) Date 9 (e.g October 22, 2018)
 - 10) Date 10 (e.g January 16, 2019)
 - 11) Date 11 (e.g April 23, 2019)
 - 12) Date 12 (e.g November 23, 2019)