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## **PART 1 - GENERAL INFORMATION**

### **1. Security Requirement**

1.1 Before award of a contract, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirement as indicated in Part 6 - Resulting Contract Clauses;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

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

1.3 For additional information on security requirements, Bidders should refer to the [Contract Security Program](#) (CSP) of Public Works and Government Services Canada website.

### **2. Statement of Work**

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

### **3. Revision of Departmental Name**

As this bid solicitation is issued by Correctional Service Canada (CSC), any reference to Public Works and Government Services Canada (PWGSC) or its Minister contained in full text or by reference in any term, condition or clause of this document, or any resulting contract, must be interpreted as a reference to CSC or its Minister.

### **4. Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### **5. Trade Agreements**

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

### **6. Procurement Ombudsman**

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$26,400 for goods and \$105,700 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca). For more information on OPO's services or to determine if your concerns are within the Ombudsman's mandate, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#)



## **PART 2 - BIDDER INSTRUCTIONS**

### **1. Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

### **2. Submission of Bids**

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

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

### **3. Former Public Servants**

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

#### Definitions

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

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

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



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

#### Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2019-01 and the Guidelines on the Proactive Disclosure of Contracts.

#### Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? Yes ( ) No ( )

If so, the Bidder must provide the following information:

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

#### **4. Enquiries – Bid Solicitation**

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.



## **5. Applicable Laws**

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

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



## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **1. Bid Preparation Instructions**

**CSC requests that bidders provide their bid in separate sections as follows:**

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

**By mail or courier:**

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

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

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

**Or**

**By e-mail:**

Section I: Technical Bid: **one (1) electronic copy**

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

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

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process, the [Policy on Green Procurement](#). To assist Canada in reaching its objectives, bidders should:

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

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

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

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

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

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

#### **3.1 Exchange Rate Fluctuation**

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





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

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



## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. Evaluation Procedures**

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

#### **1.1 Technical Evaluation**

##### **1.1.1 Mandatory Technical Criteria**

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

##### **1.1.2 Point rated Technical Criteria**

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

#### **1.2 Financial Evaluation**

##### **SACC manual Clause A0220T (2014-06-26), Evaluation of price – Bid.**

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

**Note to Bidders:** Table Totals will be calculated using the formula(s) in the relevant table in **Annex B – Proposed Basis of Payment**.

### **2. Basis of Selection**

- 1. to be declared responsive; a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory technical evaluation criteria; and
  - c. obtain the required minimum of 136 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 195 points.
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

### **3. Insurance Requirements**

The Contractor must comply with the insurance requirements specified in Annex E. 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. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.



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

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

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

The Contracting Authority will have the right to ask for additional information to verify the Bidders' certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

### **1. Certifications Precedent to Contract Award and Additional Information**

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

#### **1.1 Integrity Provisions – Declaration of Convicted Offenses**

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



1.2 Integrity Provisions – Required documentation

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

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

List of Names:

Four horizontal lines for entering names, arranged in two columns of two.

OR

[ ] The Bidder is a partnership

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

1.3 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) – Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

1.4 Status and Availability of Resources

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

1.5 Language Requirements - English and/or Bilingual as per the Requirement listed in the Annex A - Statement of Work

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

By submitting a bid, the Bidder certifies that, should it be awarded a contract as result of the bid solicitation, every individual proposed in its bid will be fluent in both official languages of Canada (French and English). The individual(s) proposed must be able to communicate orally and in writing in French and English without any assistance and with minimal errors.



## **1.6 Education and Experience**

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

### **1.7 Certification:**

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



## PART 6 - RESULTING CONTRACT CLAUSES

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

### 1. Security Requirement

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

#### SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

##### PWGSC FILE N° 21208-20-3661833

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), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to **PROTECTED** information, assets or sensitive site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by the CSP, **PWGSC**.
3. The Contractor/Offeror **MUST NOT** remove any **PROTECTED** information or assets from the identified site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of the CSP, **PWGSC**.
5. The Contractor/Offeror must comply with the provisions of the:
  - a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
  - b) Industrial Security Manual (Latest Edition).

### 2. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

### 3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#) issued by Public Works and Government Services Canada.

As this Contract is issued by Correctional Service Canada (CSC), any reference to Public Works and Government Services Canada (PWGSC) or its Minister contained in full text or by reference in any term, condition or clause of this document must be interpreted as a reference to CSC or its Minister.

#### 3.1 General Conditions

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



### **3.2 Supplemental General Conditions**

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

### **3.3 Replacement of Specific Individuals**

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

## **4. Term of Contract**

### **4.1 Period of the Contract**

The period of the Contract is from April 1<sup>st</sup>, 2021 to March 31<sup>st</sup>, 2022 inclusive

### **4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional one (1) year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

## **5. Authorities**

### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Lise Bourque  
Title: Regional Contract Officer  
Correctional Service Canada  
Branch/Directorate: RHQ/Finance/Atlantic Region  
Telephone: 506-851-6977





Facsimile: 506-851-6327  
E-mail address: Lise.Bourque@csc-scc.gc.ca

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

## 5.2 Project Authority

The Project Authority for the Contract is:

Name: (XXX)  
Title: (XXX)  
Correctional Service Canada  
Branch/Directorate: (XXX)  
Telephone: (XXX)  
Facsimile: (XXX)  
E-mail address: (XXX)

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

[Fill in at contract award only.]

## 5.3 Contractor's Representative

The Authorized Contractor's Representative is:

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

## 6. Payment

### 6.1 Basis of Payment

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

### 6.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are exempt and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to



the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
- b. four (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

### **6.3 Method of Payment**

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

### **6.4 SACC Manual Clauses**

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

### **6.5 Travel and Living Expenses**

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the National Joint Council Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

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

All payments are subject to government audit.

Estimated Cost: \$ 2500.

## **7. Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Each invoice must be supported by:
  - a. a copy of the release document and any other documents as specified in the Contract
3. Invoices must be distributed as follows:



- a. The original and one (1) copy must be forwarded to the following address for certification and payment:

Attention: Chief, Education  
1045 Main Street, 2<sup>nd</sup> Floor  
Moncton, NB E1C 1H1



## **8. Certifications and Additional Information**

### **8.1 Compliance**

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

### **8.2 Certifications - Contract**

SACC Clause A3015C (2014-06-26) - Certifications - Contract

## **9. Applicable Laws**

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

## **10. Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the Supplemental General Conditions 4008 (2008-12-12) – Personal Information
- (c) the General Conditions 2010B (2020-05-28) - General Conditions - Professional Services (Medium Complexity ;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex E, Insurance – Specific Requirements;
- (h) the Contractor's bid dated \_\_\_\_\_ (to be inserted at contract award)

## **11. Termination on Thirty Days Notice**

11.1 Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.

11.2 In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

## **12. Insurance – Specific Requirements**

12.1 The Contractor must comply with the insurance requirements specified in Annex E Insurance Requirements. 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.

12.2 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.



- 12.3 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.

### **13. Ownership Control**

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

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

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

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

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

### **15. Tuberculosis Testing**

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

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

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



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

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

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

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

## **18. Identification Protocol Responsibilities**

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

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



## 19. Dispute Resolution Services

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca). For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

## 20. Contract Administration

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca). For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

## 21. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

## 22. Information Guide for Contractors

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

## 23. Government Site Regulations

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

## ANNEX A – Statement of Work

The Correctional Service of Canada (CSC) has a requirement to:

- Facilitate inmates' reintegration by increasing educational skill levels through the provision of accredited programs;
- Provide appropriate library services similar to those in the community, while taking into consideration the requirements of the correctional environment;
- Ensure education programs and library services respect gender, ethnic, cultural and linguistic differences, and are responsive to the special needs of women inmates, Indigenous inmates, inmates requiring mental health care and other groups.

The work will involve the following:

### 1.1. BACKGROUND

The Correctional Service of Canada (CSC) is the federal government agency responsible for administering sentences of a term of two years or more, as imposed by the courts. As of October 2020, Dorchester Penitentiary Complex was housing 463 inmates (331 at medium security & 132 at minimum security).

Dorchester Penitentiary is a multi-level security male facility located in the community of Dorchester, New Brunswick, next to the Village of Memramcook. The land for Dorchester Penitentiary was purchased in 1865 from the Honourable Edward Barron Chandler, one of Canada's Fathers of Confederation. Dorchester Penitentiary opened on July 14, 1880. It is the second oldest continuously operating corrections facility in Canada.

In April 2014, CSC marked key milestones in the implementation of several initiatives related to ongoing transformation and renewal, as several institutions across the country were merged, including Dorchester Penitentiary and neighbouring minimum-security Westmorland Institution. As a result, Dorchester Penitentiary, Westmorland Institution, and the Regional Treatment Centre now operate as one institution with medium and minimum sites, under one management team. The minimum security site is a residential design model and the rest of the institution is a medium security site with dome design model.

### 1.2. OBJECTIVE

As per the Commissioner's Directive 720 (Education Programs and Services for Inmates), when an inmate's grade level is below grade 12 or its provincial equivalent, education will be identified as a need in their Correctional Plan. Therefore, the specific objective related to this contract is to provide educational and library services to the inmates at **Dorchester Penitentiary, Minimum Sector and Medium Sector as well as Shepody Healing Center (SHC)**, a multi-level security psychiatric institution.

### 1.3. TASKS

1. Contractor must ensure that teachers and library technicians understand and adhere to the following CSC policies, guidelines and procedures:

- CSC's Mission Statement: [http://www.csc-scc.gc.ca/text/organi/organe01\\_e.shtml](http://www.csc-scc.gc.ca/text/organi/organe01_e.shtml)
- CSC Policy (Commissioner Directives and Standard Operating Practices) and Legislation: [http://www.csc-scc.gc.ca/text/legislat\\_e.shtml](http://www.csc-scc.gc.ca/text/legislat_e.shtml)
- Applicable Commissioner Directives below (copies are available upon request):



- CD 350: Contracting
  - CD 568-1: Recording and Reporting of Security Incidents
  - CD 701: Information Sharing
  - CD 720: Education Programs and Services for Offenders
  - CD 730: Offender Program Assignments and Inmate Payments
  - CD 764: Access to Material and Live Entertainment
- The Corrections and Conditional Release Act (CCRA):  
<http://laws.justice.gc.ca/en/C44.6/34022.html#rid-34239>
  - Security briefing/training relevant to their duties including security procedures such as escorting offenders, preparing observation reports, tool control, the offender management system, etc. Library technicians and teachers attending training requested by CSC, will be considered fulfilling their contracted duties.
2. The contractor must ensure delivery of the following educational services:
- Adult basic education program (ABE)
    - ABE and Adapted ABE covers grade one (1) to grade twelve (12) and its curriculum is regulated by provincial ministries of education. Within ABE, there are four program levels, each of which corresponds to an inmate's functioning grade level. While there are some provincial differences, program levels are generally grouped as follows:
      - a. ABE Level I Academic Upgrading (grades 1-5 inclusively)
      - b. ABE Level II Academic Upgrading (grades 6-8 inclusively)
      - c. ABE Level III (grades 9-10)
      - d. ABE IV Academic Upgrading (grades 11-12 inclusively)
      - e. General Educational Development (GED)
  - Educational programs leading to the Adult High School Diploma;
  - Adapted ABE programs;
  - Other education programs, pilot programs and curriculum requested by the Project Authority
  - Coordination of post-secondary pre-requisite courses and correspondence courses
  - The student-to-teacher ratios represent the number of actual students the teacher will be teaching on a daily basis. Students are assigned to classrooms either part-time or full-time. To meet this standard the teacher may have additional students assigned to the program to complement student absences and releases. Teachers will be responsible to ensure the maximum teacher-student ratio (1:12 to 1:15) in their classroom is met at all times. Ratios may be lower occasionally according to physical space, educational needs and operational needs.
  - Provide a total caseload ratio of twenty to twenty-five (20-25) students to one (1) teacher, based on: education program levels, combination of classroom students and independent studies' students, as designated by the Project Authority.
3. The contractor must ensure that educational programs operate year-round and must be sufficiently individualized to accommodate not only continuous entry and exit from the program/course, but could also include more than one level within a classroom/shop;
4. The Contractor must ensure the following operational requirements are met:

- Provide educational and library services between 08:00 and 16:00 hours with a one-hour lunch period. On occasion, services will be rendered during the evening (18:00-22:00 hours). Breaks will be agreed upon and directed by CSC institutional routine. Student contact hours in the educational programs shall be established by CSC.
- Provide a maximum of up to 222 days of service, unless otherwise stated, as and when required and amend services as instructed by the Project Authority;
- Inform contracted staff that services will not be required on the following statutory holidays:
  - Canada Day
  - Civic Holiday in August
  - Labour Day
  - Thanksgiving Day
  - Remembrance Day
  - Christmas Day
  - Boxing Day
  - New Year's Day
  - Good Friday
  - Easter Monday
  - Victoria Day
- Closure of Government facilities (i.e. lockdowns, weather related, and emergency operations): 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\*.

\*Upon the Project Authority's discretion, the contracted staff may be required to provide related services during closure, i.e. curriculum development, course preparation.

- Provide services of seven (7) full-time teachers (35 hours/week), one full-time (1) \*Basic Skills' Education Workshop Teacher (35 hours/week) and one (1) Library Technician (30 hours/week).
  - The distribution of teachers and library technician at each site may vary depending on educational needs and upon the project authorities' requests.
  - **A minimum of two (2) bilingual teachers** must be qualified to teach all levels in both official languages (English & French). A minimum of one **(1) full-time bilingual teacher must be present to teach at each sector (minimum and medium) at any given time the school is open.**
  - **The contractor must provide qualified (same mandatory requirements and security clearance as listed in Annex D) replacement teachers without delay in the event of absences of bilingual teachers to respect official languages' obligations and to provide the following services at all times. When an English essential teacher is absent, a plan to combine classes must be put in place to ensure continuity of educational services to offenders.**

- **One(1)** of the eight (8) teachers must be designated as **Head Teacher** to provide and ensure the following in both official languages. The Head Teacher must coordinate the bilingual teachers' schedules to ensure delivery of the following services:
  - Educational services at the Shepody Healing Center;
  - Teach and facilitate independent studies (cell studies);
  - Participate in the CIB meetings as requested by the Project Authority;
  - Provide input to the CIB and Case Management teams on issues such as education levels and recommendations;
  - Maintain offender attendance at the required ratios;
  - Review all incoming offenders' education information and provide Parole Officers with data necessary to make referrals to Education programs;
  - Evaluate the offenders' educational needs, waitlists and suspensions;
  - Administer and score the Canadian Adult Achievement Test and the "*Test de rendement pour francophones*";
  - Offer educational counseling;
  - Perform other related tasks to ensure proper operation of the school and the library.
  
- **One(1)** of the eight (8) teachers must be designated as **Basic Skills' Education Workshop Teacher** for learning disability students to provide the following:
  - Adapt basic education courses to meet the academic needs of the students;
  - Enter course completions in OMS;
  - Possess Workplace Hazardous Materials Information System (WHMIS), Basic First Aid, and safety courses which would ensure the safe operation of the vocational shop;
  - Teach and model employability skills to inmates who demonstrate behavioural, psychological, vocational, social, and/or intellectual obstacles;
  - Help the inmate to develop greater self-confidence by providing realistic, measurable, attainable goals;
  - Assist the inmate in developing an awareness of his own abilities, potential, and limitations to ensure safe learning practices;
  - Prepare learning centers and a multi-facet work environment that assists and challenges the inmate to overcome and/or adapt to his personal barriers;
  - Provide instruction on the safe use of basic hand tools and equipment;
  - Promote employment readiness and/or treatment readiness for correctional intervention;
  - Keep track of attendance and absences of inmates, and other data entry as required;
  - Make available entry level trades exposure, such as woodworking, bicycle repair and other trades approved by CSC and pending Occupational Safety and Health (OSH) codes are met;
  - Promote small projects with Community Organizations, as approved by the Project Authority;

- Maintain contact with the Case Management Team and report progress and/or concerns immediately;
  - Ensure that strict security measures are undertaken by using an inventory of tools and materials belonging to the Basic Skills Workshop, which are accounted for twice a day, i.e. 10:50 and 15:50 hours.
  - Adapt the inmate's schedule of work to best suit the needs of the individual;
  - Maintain dynamic security and health and safety standards for staff and inmates in all aspects of the Basic Skills' Workshop;
  - Present the objective and purpose of the Basic Skills Shop to CSC staff as requested by the Project Authority;
  - Complete observation reports as required when observing questionable or inappropriate behaviour as well as following an incident;
  - Wear a Portable Personal Alarm designated to the area during working hours.
- The **Library Technician must:**
- Provide services in both official languages to offenders. Must have the ability to communicate orally in French and in English;
  - Provide services to inmates in various units within the institution and agree to flexible work hours to meet the needs of the institution's population;
  - Include the application of the Dewey Decimal system and/or another library computer-based program;
  - Coordinate trainings and/or inmate orientation as required;
  - Organize and implement special events/displays within the library setting such as: Black History Month, National Nutrition Month, Canadian Red Cross month, etc.
  - Recommend reading material for all cultural and visible minority groups such as but not limited to: African Canadian, Indigenous, Francophone, etc;
  - Ensure similar library services to inmates who are incarcerated at the Shepody Healing Center (SHC) by coordinating with Security and key personnel as determined and pre-approved by the Institutional Head;
  - Submit reports, upon request from Project Authority or delegate, based on visitation statistics and circulation data;
  - Keep track of attendance and absences of inmates, and other data entry as required;
  - Register and notify readers with overdue library materials;
  - Supervise inmates who are assigned to work in the library and write work performance reports;

- Photocopy legal documentation/works when required.
- Action requests for purchasing of magazine, newspapers, or other reading material and inmate subscriptions for approval and signing by the Project Authority;
- Recommend purchasing for books and other office material or equipment to the Project Authority;
- Supervise computer access to inmates in relation to questions on Acts and Regulations, CSC and government policies, and Institutional Standing Orders;
- Complete observation reports as required when observing questionable or inappropriate behaviour as well as following an incident;
- Employ library management techniques and methods to ensure a clean environment and to protect and preserve library resources, i.e. books, shelving units, computers, etc.;
- Make recommendations to the Program Manager for disposal of surplus library material in accordance with CSC National Guide for Institutional Libraries;
- Organize materials and information to reflect professional library standards;
- Support and promote the following: institutional programming, education, employment, social, ethnic, and cultural development, and information resources;
- Maximize accessibility to all offenders and provide satellite collections to be refreshed on a monthly basis;
- Ensure all materials within the library collection(s) contribute to CSC mandate, and are within policy and in good condition;
- Ensure compliance with the policy on donated books;
- Explain the proper use of the online data base;
- Keep an updated inventory of all materials and books in the library;
- Maintain basic collections as well as up-to-date copies of the following legal, regulatory and official documents in both official languages:
  - i. Canadian Charter of Rights and Freedoms
  - ii. Corrections and Conditional Release Act
  - iii. Transfer of Offenders Act
  - iv. Criminal Code of Canada
  - v. Canadian Human Rights Act
  - vi. Access to Information Act and appropriate access to request forms
  - vii. Privacy Act and appropriate access to request forms
  - viii. Info Source – Sources of Federal Government Information
  - ix. Official Languages Act
  - x. Standards for Judicial Review of Parole Eligibility
  - xi. Commissioner's Directives

- xii. Standard Operating Practices except SOP's or parts thereof related to security matters
  - xiii. Regional Instructions for the region except orders or parts thereof related to security matters
  - xiv. Standing Orders for that institution, except orders or parts thereof related to security matters
  - xv. Publications produced by the Correctional Service of Canada regarding programs and services for Offenders.
5. On successful completion of any course provided through the delivery of this Contract, the Contractor must provide the appropriate provincially recognized certification.
  6. The Contractor agrees that all textbooks, teaching aids or other materials prepared for or developed expressly for this program and paid for by CSC will be the property of CSC.
  7. The Contractor understands the following:
    - The CIB assigns inmates to the program based on the current CSC student to teacher ratio and in a manner which maximizes the use of the available training seats.
    - The CIB assigns inmates to the library assistant positions available in the institutional library and to the educational tutor positions available in the classroom. The Contractor must be prepared to work in cooperation with CSC to utilize inmate classroom assistants where and when appropriate. This shall include in classroom training and orientation of the inmate assistant by the contract teacher. The inmate assistant will not mark examinations, administer examinations or tests nor partake in disciplining of students.
    - Review all incoming inmates' education information and provide parole officers with data necessary to make referrals to Education programs via the Correctional Interventions Board (CIB);
  8. The contractor must participate in meetings as requested by the Project Authority and must be available for on site supervision of employees, monitoring and coordinating visits relative to the education and library programs.
  9. The contractor must ensure replacement substitute staff as required and approved by the Project. Any changes in staff will require a review of the new staff's experience and qualifications. CSC may deny the services of new or replacement staff based on his/her experience and qualifications.
  10. The contractor must participate in the yearly development of the educational plan.
  11. Assist the Project Authority with input, data analysis, and reporting, as it relates to the educational results, progress, forecasting, curriculum development, and pilot programs;
  12. Ensure an efficient information-sharing process, i.e. e-mails pertaining to work safety, security reminders, and general information which is deemed necessary to inform personnel and to maintain a safe and secure environment;
  13. Organize and invigilate General Educational Development (GED) testing in both official languages which may take place during the evening or during institutional operational hours at the medium and minimum sector;
  14. Ensures at all times, that resources, services, and communication are available in both official languages;

15. Ensure that, when forwarding information to all institutional staff, that communication is done via the Project Authority only and that all communication presented for distribution to institutional staff is in both official languages;
16. Contract staff attending training, requested by CSC, will be considered fulfilling their contracted duties and the Contractor will be paid.
17. The contractor must ensure that the following duties are performed by the Teachers:
  - a. Provide a comprehensive basic academic education program as stated in task #2;
  - b. Assess the academic needs and abilities of inmates academic evaluations;
  - c. Provide individualized instruction;
  - d. Develop individual educational plans;
  - e. Assist in inventory control;
  - f. Familiarize themselves with the nature and content of androgagical and technological advances in teaching techniques and to the extent practicable, integrate the use of this form of instruction into their course delivery;
  - g. Provide a variety of teaching strategies (individualized learning, group learning, guests' presentations, etc.);
  - h. Employ classroom management techniques and methods to ensure a clean environment and to protect and preserve the classroom resources, i.e. books, desks, tools, equipment, etc;
  - i. Complete a daily visual search the respective area following each teaching/ instruction session, i.e. after inmates return to their cells in the morning, following the end-of-day return of inmates to their cells, following any evening instruction/testing period, and also as requested by the Project Authority;
  - j. Immediately complete observation reports and submit to CSC security personnel any information or observations of inmate conduct that could jeopardize the safety or the security of the penitentiary. This may include charging offenders for various infractions;
  - k. Supervise and evaluate the inmate cleaner in the school and library area according to CD-730 "Offender Program Assignment and Inmate Pay";
  - l. Prepare and take steps to recognize significant cultural dates/months by providing presentations, collages, and other forms of visual reminders to staff and inmates throughout the school and the library;
  - m. Cooperate with CSC management, staff, and other Contractors.

#### **1.4 DELIVERABLES**

The Contractor must provide the following services:

- Contract teachers and the Library Technician must take attendance of offenders attending their courses and/or work location. In addition, they must provide an

attendance count during class time and/or work time, if requested to do so by the Project Authority or an Officer of the Correctional Service of Canada.

- The Contractor must maintain accurate records of inmate credits/achievements obtained through the delivery of the services. The Contractor must ensure these records are available on request for the inmate student. The Contractor must place hard copies of all documentation in the Offender's education/training file.
- Each contract teacher and Library Technician must establish program assignment objectives for every student enrolled in the program or work assignment utilizing the individual's correctional plan as a guide and must enter the objectives into the Offender Management System (OMS).
- Each contract teacher and Library Technician must assess the performance of students in the program at least once every 180 days and must enter the assessment in to OMS. As well, final assessments must be completed when the assignment ends.
- Each contract teacher must respect CSC's guidelines and policies when writing reports (i.e. including Indigenous Social History factors when applicable).
- Upon request by the Project Authority, the Contractor must provide a data report with information that includes, but is not limited to, the following:
  - Names of each offender with an identified educational need.
  - The identification of each course that was provided, the nature of the credit involved, and the name of the teacher;
  - The number of inmates that initially registered in each course;
  - The number of inmates who started but did not complete each course;
  - The number of inmates remaining in each course;
  - The number of days the course operated;
  - The reason for students discontinuing a course (e.g. transfer, parole, suspension, medical reasons, quit).
- Each contract teacher and library technician must complete and enter in OMS information that includes, but is not limited to: education reports, casework records, officer statements, observation reports, for inmates under their supervision as indicated in the policy.
- Each contract teacher must complete Collateral Feedback Reports on inmate students in their class that are simultaneously participating in Integrated Correctional Program Modules (ICPM).
- Each contract teacher must ensure accurate data of educational courses, levels, and GED completions is entered in the OMS immediately or before the end of the business day;
- The Contractor or a designated contract teacher must ensure these reports are completed when required in OMS, respecting established timeframes (CD 730) and notifying the Chief of Education for quality reviewing purposes and locking.
- The Contractor must maintain permanent records of inmate credits/achievements obtained through the delivery of the services and must make such records available on request by the inmate/student. These records must be kept onsite at the institution.
- Each contract teacher and Library Technician must contribute to the pay evaluation for offenders in their program as indicated in their individual Correctional Plan and as outlined in CD 730 "Inmate Program Assignment and Pay"



- All work performed in this contract is subject to the inspection and acceptance by the Project Authority.

### **Pandemic Measures**

- Equipment must be disinfected before and after each use by the instructor/Contractor. All cleaning materials will be supplied by CSC.
- Three (3) meter social distancing must be respected in class and in training facilities. All CSC staff, the instructor/Contractor and the offenders are responsible for social distancing. CSC staff will enforce the social distancing policy as per the “Fact Sheet for Contractors”.
- Masks must be worn as required by CSC and Public Health guidelines.
- Hand washing or hand sanitizing must be done frequently.
- Due to the impacts from COVID-19 or other pandemics, temporary measures will be taken on-site at CSC institutions (Please refer to Annex X- Fact Sheet for Contractors- Fact Sheet: Resuming program and service delivery in CSC institutions).
- All Public Health and CSC guidelines must be followed.

### **Estimated Volume**

- Due to COVID-19 or other pandemic situations, the number of participants may be up to six (6) participants depending on the classroom size in order to keep the physical distance.
- The number of participants per course will recommence to a maximum number of fifteen (15) participants per course once the COVID-19 or other pandemic mitigation strategies are adjusted.
- All work must be performed subject to the inspection and acceptance by the Project Authority.

### **1.5 LOCATION OF WORK**

Contract teachers are assigned to **Dorchester complex** and may be required to teach at minimum and/or at medium sector based on educational and operational needs as requested by the Project Authority.

- a) The Contractor must ensure that work is performed **on site at Dorchester Penitentiary Complex**, located at:

Dorchester Penitentiary - Medium  
4902 Main Street  
Dorchester, NB  
E4K 2Y9

&

Dorchester Penitentiary - Minimum  
4902A Main Street  
Dorchester, NB  
E4K 2Y9

b) Travel

Contract staff may be required to travel on behalf of CSC while undertaking their contracted duties.

**1.6 LANGUAGE OF WORK:**

The Contractor must perform all the work in both English and French.

## ANNEX B – Proposed Basis of Payment

### 1.0 Contract Period

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

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

The financial proposal shall be a firm all-inclusive per hour rate:

#### **Initial Period - From April 1<sup>st</sup>, 2021 to March 31<sup>s</sup>, 2022:**

Resource Description	Bidder's Firm All-Inclusive Per Hour Rate	Hours (up to a maximum number of hours per contract personnel)	Total
Teacher 1 (Head Teacher)	\$	1554	\$
Teacher 2	\$	1554	\$
Teacher 3	\$	1554	\$
Teacher 4	\$	1554	\$
Teacher 5	\$	1554	\$
Teacher 6	\$	1554	\$
Teacher 7	\$	1554	\$
Teacher 8 (Basic Skills' Education Workshop Teacher)	\$	1554	\$
Library Technician	\$	1332	\$
Travel and Living Expenses			\$ 2,500.00
<b>Total cost</b>			<b>\$</b>

#### **Option period One - From April 1<sup>st</sup>, 2022 to March 31<sup>st</sup>, 2023:**

Resource Description	Bidder's Firm All-Inclusive Per Hour Rate	Hours	Total
Teacher 1 (Head Teacher)	\$	1554	\$
Teacher 2	\$	1554	\$
Teacher 3	\$	1554	\$
Teacher 4	\$	1554	\$
Teacher 5	\$	1554	\$
Teacher 6	\$	1554	\$
Teacher 7	\$	1554	\$
Teacher 8 (Basic Skills' Education Workshop Teacher)	\$	1554	\$
Library Technician	\$	1332	\$
Travel and Living Expenses			\$ 2,500.00
<b>Total cost</b>			<b>\$</b>

## **2.0 Options to Extend the Contract Period:**

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

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

## **3.0 Applicable Taxes**

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

## Annex C – Security Requirement Check List

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

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

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<b>PART A (continued) / PARTIE A (suite)</b>	
8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? If Yes, indicate the level of sensitivity. Dans l'affirmative, indiquer le niveau de sensibilité :	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
9. Will the supplier require access to extremely sensitive INFOSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicats?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
Short Title(s) of material / Titre(s) abrégé(s) du matériel : Document Number / Numéro du document :	
<b>PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)</b>	
10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis	
<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITE	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS	<input type="checkbox"/> SECRET SECRET
	<input type="checkbox"/> NATO SECRET NATO SECRET
	<input type="checkbox"/> TOP SECRET TRÈS SECRET
	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
Special comments: Commentaires spéciaux : _____	
NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.	
10. b) May unscreened personnel be used for portions of the work? Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté?	<input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
<b>PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)</b>	
<b>INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS</b>	
11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
11. b) Will the supplier be required to safeguard COMSEC information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
<b>PRODUCTION</b>	
11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
<b>INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)</b>	
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui

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**PART C - (continued) / PARTIE C - (suite)**

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

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

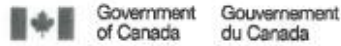
**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC				
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COMSEC TOP SECRET / COMSEC TRÈS SECRET	PROTECTED / PROTÉGÉ			SECRET	TOP SECRET / TRÈS SECRET
											A	B	C		
Information / Assets / Renseignements / Biens / Production															
IT Media / Support TI / IT Unit / Unité électronique															

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.
12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



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PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres mouées) <b>Maurice Daigle</b>	Title - Titre <b>Chief of Education</b>	Signature 	
Telephone No. - N° de téléphone 506-851-6397	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel maurice.daigle@csc-scc.gc.ca	Date 2020-11-17
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres mouées) <b>Rita Dubois</b>	Title - Titre <b>Contract Security Analyst</b> <b>Analyste de la sécurité des contrats</b>	Signature <b>Dubois, Rita</b>	<small>Digitally signed by Rita Dubois, CN=Dubois, Rita, OU=CCSC, CN=Canada, C=CA Digitally signed by Rita Dubois, CN=Dubois, Rita, OU=CCSC, CN=Canada, C=CA</small>
Telephone No. - N° de téléphone 613-992-8995	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel Rita.Dubois@CSC-SCC.GC.CA	Date 2020-12-01
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres mouées) <b>Lise Bourque</b>	Title - Titre <b>Regional Contract Officer</b>	Signature 	
Telephone No. - N° de téléphone 506-851-6977	Facsimile No. - N° de télécopieur 506-851-6327	E-mail address - Adresse courriel lise.bourque@csc-scc.gc.ca	Date Nov 26, 2020
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres mouées)	Title - Titre	<b>Antille, Roxanne</b>	Digitally signed by Antille, Roxanne Date: 2020.12.15 10:15:29 -05'00'
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

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## Annex D Evaluation Criteria

### 1.0 Technical Evaluation:

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

- Mandatory Technical Criteria
- Rated Technical Criteria

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

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

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

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

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

I. Where the stated experience was acquired within a Canadian Federal Government Department or Agency **as a Public Servant**, the reference must be a Public Servant who had a supervisory role over the proposed resource during the stated employment.

II. Where the stated experience was acquired within a Canadian Federal Government Department or Agency **as a consultant**, the reference must be the Public Servant who was identified as the Project Authority of the project on which the proposed resource acquired the experience.

III. References must be presented in this format:

- a. Name;
- b. Organization;
- c. Current Phone Number; and
- d. Email address if available

### 1.6 Response Format

I. In order to facilitate evaluation of proposals, it is recommended that bidders' proposals address the mandatory criteria in the order in which they appear in the Evaluation Criteria and using the numbering outlined.

II. Bidders are also advised that the month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

III. For any requirements that specify a particular time period (e.g., 2 years) of work experience, CSC will disregard any information about experience if the technical bid does not include the required month and year for the start date and end date of the experience claimed.



- IV. CSC will also only evaluate the duration that the resource actually worked on a project or projects (from the 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.

**ANNEX D - MANDATORY TECHNICAL CRITERIA**

#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met
M1	<p>Demonstrate that company can provide the following qualified staff by including <b>their résumés and specifying corresponding Teacher #, as described in “point rated technical criteria”</b>:</p> <p><b>-Eight (8) teachers</b>  <b>-one (1) Head teacher(English or Bilingual);</b>  <b>-six (6) Teachers (a minimum of two (2) Teachers must be Bilingual);</b>  <b>-one (1) Basic Skills’ Education Workshop Teacher (English or Bilingual)</b></p>		
M2	<p>Provide copies of <b>teaching certificates</b>, issued by the Province of New Brunswick, for teaching within New Brunswick for <b>all</b> proposed teachers.</p>		
M3	<p>Demonstrate the ability to provide <b>bilingual library programs</b> equivalent to those services available to the general public in a public library. Provide library technician’s résumé to <b>validate experience and bilingual qualifications</b>.</p> <p><b>*Graduation with a degree from a recognized post-secondary institution with a specialization in the field of library science, library technology, sociology, education, criminology, criminal justice or in any other field relevant to the work to be performed; OR</b></p> <p><b>* An acceptable combination of education, training and/or experience in a field relevant to the position.</b></p>		



**POINT RATED TECHNICAL CRITERIA**

#	Point Rated Technical Criteria	Max Score	Bidder Response (Bidder to explain how points are obtained and reference location in bid)
R1	<p><b>TEACHER #1 - Head Teacher (Bilingual)</b></p> <p>a) Years of experience as a teacher- (1 point per year/maximum 5 points).</p> <p>b) Years of experience teaching in Corrections – (2 points per year/ maximum 10 points).</p> <p>c) Years of experience teaching high school or adult education – (1 point per year/maximum 5 points).</p> <p>d) Years of experience as an Administrator – (1 point per year/maximum 5 points).</p>	25	
R2	<p><b>TEACHER #2</b></p> <p>a) Years of experience as a teacher- (1 point per year/maximum 5 points).</p> <p>b) Years of experience teaching in Corrections- (2 points per year/maximum 10 points).</p> <p>c) Years of experience teaching adults or high school students. (1 point per year/maximum 5 points).</p>	20	
R3	<p><b>TEACHER # 3</b></p> <p>a) Years of experience as a teacher- (1 point per year/maximum 5 points).</p> <p>b) Years of experience teaching in Corrections- (2 points per year/maximum 10 points).</p> <p>c) Years of experience teaching adults or high school students. (1 point per year/maximum 5 points).</p>	20	
R4	<p><b>TEACHER #4</b></p> <p>a) Years of experience as a teacher- (1 point per year/maximum 5 points)</p>	20	



	<p>b) Years of experience teaching in Corrections- (2 points per year/maximum 10 points)</p> <p>c) Years of experience teaching adults or high school students. (1 point per year/maximum 5 points)</p>		
R5	<p><b>TEACHER # 5</b></p> <p>a) Years of experience as a teacher - (1 point per year/maximum 5 points)</p> <p>b) Years of experience teaching in Corrections- (2 points per year/maximum 10 points)</p> <p>c) Years of experience teaching adult education- (1 point per year/maximum 5 points)</p>	20	
R6	<p><b>TEACHER # 6</b></p> <p>a) Years of experience as a teacher (2 points per year/maximum 10 points)</p> <p>b) Years of experience teaching adults or high school students (2 points per year/maximum 10 points)</p>	20	
R7	<p><b>TEACHER # 7</b></p> <p>a) Years of experience as a teacher (2 points per year/maximum 10 points)</p> <p>b) Years of experience teaching adults or high school students (2 points per year/maximum 10 points)</p>	20	
R8	<p><b>TEACHER # 8</b> <b>Basic Skills' Education Workshop Teacher</b></p> <p>a) Years of experience as a teacher - (1 point per year/maximum 5 points)</p> <p>b) Years of experience teaching in a workshop (woodwork and/or carpentry) – (2 points per year/maximum 10 points).</p> <p>c) Years of experience teaching in Corrections- (2 points per year/maximum 10 points)</p> <p>d) Years of experience teaching adults or high school students with learning disabilities - (1 point per year/maximum 5 points)</p>	30	



R9	<b>Library Technician (bilingual)</b>  a) Years of experience as a library technician (1 point per year/maximum 5 points).  b) Years of experience working in a library in Corrections (2 points per year/maximum 10 points).  c) Years of experience working with adults in a library environment- (1 point per year/maximum 5 points).	20	
	Total # of points	/195	
	Minimum Score Required: (136)	70%	



## Annex E – Insurance Requirements

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program).
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The 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.
  - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
  - n. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General



of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

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

**For other provinces and territories, send to:**

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

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