RETURN OFFERS TO: RETOURNER LES OFFRES À:

Bid Receiving - Réception des soumissions:

GEN-ATL.Contractingbidsubmissions@csc-scc.gc.ca

REQUEST FOR A STANDING OFFER DEMANDE D'OFFRE À COMMANDES

Regional Master Standing Offer (RMSO)

Offre à commandes maître régionale (OCMR)

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

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

Comments — Commentaires :

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

Title — Sujet:	
Urinalysis Sample Collection	Services
Solicitation No. — Nº. de l'invitation	Date:
21280-22-3821042	2021-09-02
Client Reference No. — Nº. de	Référence du Client
21280-22-3821042	
GETS Reference No. — Nº. de	Référence de SEAOG
PW-21-00967271	
Solicitation Closes —	Time Zone
L'invitation prend fin	Fuseau horaire
at / à : 2 :00 / 14 :00	ADT/HAA
On / Le : 2021-09-17	
Delivery Required — Livraison ex See herein – Voir aux présentes	igée :
F.O.B. — F.A.B. Plant – Usine: Destination	on: Other-Autre:
Address Enquiries to — Soun	nettre toutes questions à:
Annette Martin A/District Office	r, Contracting and Material Management
Services	, contracting and material management
Telephone No. – Nº de	
téléphone:	
(506) 851-6507	
Destination of Goods, Services au Destination des biens, services et	
Multiple as per call-up	t construction.
Multiples, selon la commande subse	équente.
Saint John, New Brunswick area	
Security - Sécurité	
This request for a Standing Offer inc Cette Demande d'offre à commande sécurité.	cludes provisions for security. es comprend des dispositions en matière de
Instructions: See Herein Instructions : Voir aux présentes	
	ed to sign on behalf of Vendor/Firm é du fournisseur/de l'entrepreneur
Name / Nom	Title / Titre
	 Date
	#/
(Sign and return cover page witl Signer et retourner la page de c	



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PART 1 - GENERAL INFORMATION

1. Introduction

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

Part 1	General Information: provides a general description of the requirement;
Part 2	Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
Part 3	Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
Part 4	Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
Part 5	Certifications and Additional Information: includes the certifications and additional information to be provided;
Part 6	Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and
Part 7	7A, Standing Offer, and 7B, Resulting Contract Clauses:
	7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
	7B, includes the clauses and conditions, which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

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

2. Summary

- 2.1 The Correctional Service of Canada (CSC) has a requirement for urinalysis sample collection services, on an as and when requested basis, for male and female offenders released on community supervision, which is a requirement under the Correctional and Conditional Release Act (CCRA). Samples collected are forwarded for lab testing for substance/alcohol use. Collection for subsequent testing allows CSC to ensure cases with special conditions to abstain can have their abstinence conditions monitored.
 - Federal male offenders on release in the community in the Saint John, NB, area;
 - the Standing Offer is for an initial one-year period with two (2) one-year options to renew.

3. Security Requirements

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 – Security, Financial and Insurance Requirements, and Part 7 – Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Offerors should refer to the Contract Security Program (CSP) of Public Works and Government Services Canada website.

4. Revision of Departmental Name

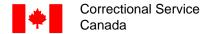
As this request for Standing Offer is issued by Correctional Service of Canada (CSC), any reference to Public Works and Government Services Canada (PWGSC) or its Minister contained in full text or by reference in any term, condition or clause of this document, or any resulting contract, must be interpreted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

5. Debriefings

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

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 the Office of the Procurement Ombudsman email address, by telephone at 1-866-734-5169, or by web at the Office of the Procurement Ombudsman website. 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 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offer (RFSO) by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> issued by Public Works and Government Services Canada.

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

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

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

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

1.1 SACC Manual Clauses

SACC Manual clause 2005 (2017-06-21), General Conditions – Standing Offers – Goods / Services

2. Submission of Offers

Offerors must submit their offer only to Correctional Service of Canada (CSC) by the date, time and at the email address indicated on page 1 of the request for standing offer.

Due to the nature of the request for standing offer, CSC will not accept offers submitted in hard copy or by facsimile.

CSC recommends that offerors submit their response to the requirements of this request for standing offer in typewritten format.

Offerors must ensure that any handwritten information included in their offer is clearly legible in order to allow CSC to complete the offer evaluation. CSC reserves the right, at its sole and entire discretion, to disregard any handwritten information which it determines to be illegible when assessing whether offers comply with all of the requirements of the request for standing offer including, if applicable, any and all evaluation criteria.

3. Former Public Servant

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

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the *Financial Administration Act* R.S., 1985, c. F-11, a former member of the

Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;

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

4. Enquiries - Request for Standing Offer

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

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

5. Applicable Laws

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

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

CSC requests that offerors provide their offer in separate sections as follows:

Section I: Technical Offer: one (1) electronic copy in PDF format

Section II: Financial Offer: one (1) electronic copy in PDF format

Section III: Certifications: one (1) electronic copy in PDF format

Section IV: Additional Information: one (1) electronic copy in PDF format

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

Offerors should submit their technical offer and financial offer in two (2) separate documents.

Canada requests that Offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offer.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process, the <u>Policy on Green Procurement</u>. To assist Canada in reaching its objectives, Offerors should:

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

Section I: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

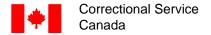
Offerors must submit the certifications and additional information required under Part 5.

Section IV: Additional Information

1.1 Offeror's Proposed Site or Premises Requiring Safeguard Measures

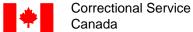
As indicated in Part 6 under Security Requirements, the Offeror must provide the full addresses of the Offeror's and proposed individuals' sites or premises for which safeguarding measures are required for Work Performance.

Street Number / Street Name, Unit / Suite / Apartment Number City, Province, Territory / State



Postal Code / Zip Code Country

1.2 The Company Security Officer (CSO) must ensure through the <u>Contract Security</u>
<u>Program (CSP)</u> that the Offeror and proposed individual(s) hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. **Evaluation Procedures**

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

1.1. **Technical Evaluation**

1.1.1 Mandatory Technical Criteria

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

1.2 Financial Evaluation

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

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

Basis of Selection

SACC Manual Clause A0031T (2010-08-16), Basis of Selection - Mandatory Technical Criteria

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

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

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

1.1 Integrity Provisions - Declaration of Convicted Offenses

- A) Subject to subsection B, by submitting an offer in response to this request for standing offer (RFSO), the Offeror certifies that:
 - i. it has read and understands the Ineligibility and Suspension Policy;
 - ii. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
 - iii. it is aware that Canada may request additional information, certifications, and validations from the Offeror or a third party for purposes of making a determination of ineligibility or suspension;
 - iv. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offenses in the Policy;
 - 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 an Offeror is unable to provide any of the certifications required by subsection A, it must submit with its offer the completed <u>Integrity Declaration Form</u>. Offerors must submit this form to Correctional Service of Canada with their offer.

1.2 Integrity Provisions - Required documentation

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

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

List of Names:	
	_
OR	
☐ The Offeror is a partnership	
During the evaluation of offers, the Offeror must Authority in writing of any changes affecting the	

1.3 Status and Availability of Resources

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

1.4 Language Requirements - Bilingual

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

1.5 Education and Experience

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

1.6 Certification:

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

1. Security Requirement

1. Before issuance of a standing offer, the following conditions must be met:

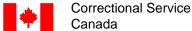
PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

- (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A Standing Offer;
- (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7A - Standing Offer;
- (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- (d) the Offeror's proposed location of work performance and document safeguarding must meet the security requirement as indicated in Part 7A Standing Offer;
- (e) the Offeror must provide the addresses of proposed sites or premises of work performance or document safeguarding as indicated in Part 3 - Section IV Additional Information.
- 2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful Offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
- 3. For additional information on security requirements, Offerors should refer to the <u>Contract Security Program (CSP)</u> of Public Works and Government Services Canada website.

2. Insurance Requirements

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

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



PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

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

2. Security Requirement

2.1 The following security requirements (SRCL and related clauses provided by CSP) apply to and form part of the Standing Offer.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE No. 21280-22-3821042

- The Contractor/Offeror must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), with approved Document Safeguarding at the level of PROTECTED, 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.
- Processing of PROTECTED B materiel electronically at the Contractor/Offeror's site is NOT permitted under this Contract/Standing Offer.
- 4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
- 5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - (b) Contract Security Manual (Latest Edition).

2.2 Offeror's Site or Premises Requiring Safeguarding Measures / IT Authorization for Storage or Processing

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

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

2.3 The Company Security Officer (CSO) must ensure through the <u>Contract Security</u>

<u>Program (CSP)</u> that the Offeror and individual(s) hold a valid security clearance at the required level.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> issued by Public Works and Government Services Canada.

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

3.1 General Conditions

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

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from October 1, 2021, to September 30, 2022.

4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2) period, from October 1, 2022, to September 30, 2023, and October 1, 2023, to September 30, 2024, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Annette Martin

Title: A/ District Officer, Contracting and Materiel Management Services

Correctional Service of Canada

Branch or Directorate: Atlantic District Office

Address: 1045 Main Street, 3rd Floor, Moncton, NB, E1C 1H1

Telephone: 506-851-6507 Facsimile: 506-851-3305

E-mail address: Annette.L.Martin@csc-scc.gc.ca

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

5.2 Project Authority

The Pr	oject Authority for the Standing Offer is:
Name: Title: Organi Addres	zation:
Teleph Facsim E-mail	
carried	oject Authority is the representative of the department or agency for whom the Work will be out pursuant to a call-up under the Standing Offer and is responsible for all the technical t of the Work under the resulting Contract.
5.3	Offeror's Representative
6.	Proactive Disclosure of Contracts with Former Public Servants
<u>Public</u> informa	viding information on its status, with respect to being a former public servant in receipt of a <u>Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this ation will be reported on departmental websites as part of the published proactive ure reports, in accordance with <u>Contracting Policy Notice: 2019-01</u> of the Treasury Board
7.	Identified Users
The Ide	entified User authorized to make call-ups against the Standing Offer is:
	tional Service of Canada c Region
8.	Call-up Procedures
	only one standing offer will be authorized for use as the result of a competitive RFSO, the ng call-ups are considered competitive and the competitive call-up authorities can be used.
9.	Call-up Instrument
	ork will be authorized or confirmed by the Identified User(s) using the Call-up Against a ng Offer form or an electronic version.
10.	Limitation of Call-ups
Individo include	ual call-ups against the Standing Offer must not exceed \$ (Applicable Taxes ed).

11. Financial Limitation

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

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or four (4) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

12. Priority of Documents

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

- a) the call-up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- the general conditions 2005 (2017-06-21), General Conditions Standing Offers Goods or Services
- the supplemental general conditions 2010B (2020-05-28) General conditions:
 Professional services (medium complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Security Requirements Check List;
- h) Annex D, Insurance Requirements;
- i) the Offeror's offer dated _____ (insert date of offer).

13. Certifications and Additional Information

13.1 Compliance

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

13.2 SACC Manual Clauses

SACC Manual clause M3020C (2016-01-28), Status of Availability of Resources - Standing Offer

14. Applicable Laws

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

B. RESULTING CONTRACT CLAUSES

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

1. Statement of Work

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

2. Standard Clauses and Conditions

2.1 General Conditions

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

2.2 Replacement of Specific Individuals

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

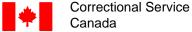
3. Term of Contract

3.1 Period of the Contract

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

4. Proactive Disclosure of Contracts with Former Public Servants

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



5. Payment

5.1 Basis of Payment

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

5.2 Limitation of Expenditure

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

whichever comes first.

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

5.3 Terms of Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

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

5.4 SACC Manual Clauses

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

5.5 Travel and Living Expenses

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: \$1,000.00.

5.6 Electronic Payment of Invoices - Contract

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

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

6. Invoicing Instructions

- The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed. Each invoice must be supported by:
 - a copy of the release document and any other documents as specified in the Contract:
 - b. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
 - c. a copy of the monthly progress report.
- 2. Invoices must be distributed as follows:
 - a. The original must be forwarded to the address shown on page 1 of the Contract for certification and payment.

7. Insurance - Specific Requirements

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

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

8. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

9. 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:

- 9.1 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).
- 9.2 The Contractor must advise the Minister of any change in ownership control for the duration of the contract.
- 9.3 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 must have the right to treat this Contract as being in default and terminate the contract accordingly.
- 9.4 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.

10. Closure of Government Facilities

- 10.1 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.
- 10.2 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.

11. Tuberculosis Testing

- 11.1 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.
- 11.2 Failure to provide proof of and results of a tuberculin test may result in the termination of the contract.
- 11.3 All costs related to such testing will be at the sole expense of the Contractor.

12. Compliance with CSC Policies

- 12.1 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.
- 12.2 Unless otherwise provided in the contract, the Contractor must obtain all permits and hold all certificates and licenses required for the performance of the Work.

12.3 Details on existing CSC policies can be found on the <u>CSC website</u> or any other CSC web page designated for such purpose.

13. Health and Labour Conditions

- 13.1 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.
- 13.2 The Contractor must comply with all laws concerning health and labour conditions applicable to the performance of the Work or part thereof and must also require compliance of same by all its subcontractors when applicable.
- 13.3 The Contractor upon any request for information or inspection dealing with the Work by an authorized representative of a Public Entity must forthwith notify the Project Authority or Her Majesty.
- 13.4 Evidence of compliance with laws applicable to the performance of the Work or part thereof by either the Contractor or its subcontractor must 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."

14. 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:

- 14.1 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;
- 14.2 During attendance at any meeting, the Contractor or Contractor Representatives must identify themselves as such to all meeting participants;
- 14.3 If the Contractor or a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify themself as the Contractor or an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under the e-mail account Properties. This identification protocol must also be used in all other correspondence, communication, and documentation; and
- 14.4 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.

15. 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 the Office of the Procurement Ombudsman email address, by telephone at 1-866-734-5169, or by web at the Office of the Procurement Ombudsman website. For more information on OPO's services, please see the Procurement Ombudsman Regulations or visit the Office of the Procurement Ombudsman website.

16. Contract Administration

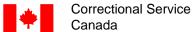
The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration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

17. Privacy

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

18. Information Guide for Contractors

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



ANNEX A - STATEMENT OF WORK

The Correctional Service of Canada has a requirement for Urinalysis Samples Collection services on an as and when requested basis for male and/or female offenders on community supervision in the province of New Brunswick in the Saint John area. The work will involve the following:

1.1 Background

The Correctional Service of Canada (CSC) has a requirement for urinalysis sample collection services, on an as and when requested basis, for male and female offenders released on community supervision, which is a requirement under the Correctional and Conditional Release Act (CCRA). Samples collected are forwarded for lab testing for substance/alcohol use. Collection for subsequent testing allows CSC to ensure cases with special conditions to abstain can have their abstinence conditions monitored.

1.2 Objectives:

The Contractor must provide urinalysis sample collection services during the contract period, to the Correctional Service of Canada (CSC), on an as and when required basis and in accordance with the Commissioner's Directive and Guidelines 566-11, CCRA Article 55-57, and CCRR Article 60 to 62; 65 to 72 (A & B) inclusive (can be found at the following website: https://www.cscscc.gc.ca/005/006/index-en.shtmlCSC does not guarantee the number of referrals for urinalysis testing nor the frequency of testing for this agreement.

1.3 Tasks:

- a. The Contractor must be required to collect urinalysis samples from offenders, on a referral basis, for the analysis of substance usage.
- IMPORTANT: Collection of urine samples must be conducted by a male collector for male offenders, and a female collector for female offenders.
- c. The Contractor must develop a schedule for the collection of urine samples.
- d. The Contractor must prepare and submit information on relevant CSC forms and documents with respect to drug testing procedures, i.e. Chain of Custody form (CSC 1065). (Provided by CSC)
- e. The Contractor must ensure surveillance and inspection of secured area for purpose of collection of sample. Urine collection must be done under Direct Observation. "Direct Observation" means a manner by which offenders must supply a urine sample in open view, allowing the container, as well as the urine sample entering the container, to be seen at all times by the collector.
- f. The Contractor must provide continuity of samples collected and document information on exhibit, in accordance with CD 566-11 Appendix A (attached).
- g. The Contractor is responsible for scheduling appointments for the purpose of collecting urine samples as per referral. If the Contractor is unable to contact/find the subject, he must contact the parolee's Parole Officer immediately or by the next work day.

- h. The Contractor must notify CSC by telephone <u>immediately or by the next work day at the latest</u> in the event an offender fails to show, refuses to test/fails to provide, followed with written notice via sending an e-mail message, or by faxing a message to the attention of the client's Parole Officer or the Parole Officer Supervisor at the site where testing is required.
- i. If the Contractor is unable to contact/locate the offender to schedule testing, after two (2) unsuccessful attempts/calls to make contact, the Contractor notifies the client's Parole Officer or the Parole Officer Supervisor immediately. The Parole Officer or Parole Officer Supervisor will be responsible to contact the client and schedule an appointment, under our terms, with the Contractor within one (1) or two (2) working days. If the client does not present himself/herself for testing, this would be considered a billable "NO SHOW".
- j. IMPORTANT: The Contractor MUST NOT claim the "NO SHOW" fee if he is unable to find or fails to contact and/or locate an offender for testing.
- k. The Contractor must arrange shipping by Courier of samples obtained. The testing agent prepays shipping. The Contractor will be provided with a contact number for ordering the prepaid shipping forms.
- The Contractor may be required to travel (subject to written approval by the Project Authority)
 for the collection of urine samples and must be paid as per the Annex B Basis of Payment,
 herein.
- m. As much as practical, the Contractor must schedule multiple tests at the same location on the same day (more than one urine sample collected at one site in a single day).
- n. Any request for subcontracting by the Contractor will be subject to review and approval by the Parole Officer Supervisor and will undergo an appropriate CSC security clearance.
- o. When the Contractor is unavailable for non-scheduled and/or emergency testing, the CSC Urinalysis Coordinator has the option to use an alternate Contractor.

1.4 Deliverables:

The Contractor must complete a monthly roll-up report, which must be attached to the monthly invoice, and submit to CSC. A report format is attached.

1.5 Location of work:

- a) The Contractor must perform the work in the Saint John, New Brunswick, area as required.
- b) Trave

The Contractor must be able to get to the following area to perform the work in the contract: Saint John, New Brunswick, area.

1.6 Language of Work:

The contractor must perform all work in both official languages (English and French).

ANNEX B PROPOSED BASIS OF PAYMENT

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

The Contractor will be paid in accordance with the following Basis of Payment for the provision of services as described in Annex A - Statement of Work. The Contractor will be paid the all-inclusive firm rate(s) set in this Annex, applicable taxes are extra.

1.0 Contract Period: October 1, 2021, to September 30, 2022

- A) An estimated sum that must absolutely not exceed \$______ for all-inclusive fees (except travel expenses), payable on receipt of invoice(s) and upon completion and acceptance of each milestone or deliverable as outlined in the Annex A, Statement of Work.
 B) The Department shall pay the Contractor based on the following:

 a. An all-inclusive rate of \$_____ for each urine sample collected (male and/or female) for an estimated 970 samples no guarantee. A flat fee of one-half the all inclusive rate per sample shall be paid in the case of a "NO SHOW" for which twenty-four (24) hours notice has not be given, or if client(s) refuse to test or are unable to provide.
 In the event of a "No Show", the Contractor will advise CSC immediately or by next working day at the latest.
 NOTE: "NO SHOWS" in excess of ONE, for the same individual(s) on the same day, are
 - b. As far as practicable, tests will be scheduled in multiples (more than one test at the same site on the same day). In this case the first test shall be paid at the full rate, and subsequent tests at one-half (½) of the all-inclusive rate.
 - c. The Contractor shall be provided with all collection containers, labels, forms, and shipping material at no cost.
 - d. A flat fee of the all-inclusive rate for each referred offender who is unable to provide within the two (2) hours waiting period as per "Collection of Samples" in the Corrections and Conditional Release Regulations (CCRR) Article 66 Section 1 (d). An additional wait fee of 50% of the all-inclusive rate will apply for wait time beyond the first hour of the two-hour wait period.

C) Travel expenses

not billable.

An estimated sum of \$1,000.00 (HST not applicable) for actual and reasonable travel expenses. The contractor shall be paid for pre-authorized reasonable and proper travel, incurred by personnel directly engaged in the performance of the work, based on the thencurrent kilometer rates, without any allowance thereon for overhead or profit. Travel and living expenses shall not exceed the rates outlined in the then-current Treasury Board Travel Directive. All payments are subject to government audit.

- D) Payment(s) shall be made after receipt of monthly invoices outlining services rendered and completion of deliverables outlined in the Annex A, Statement of Work.
- E) All payments are subject to receipt of monthly invoices certified by a CSC Manager or his/her designated officer, with appropriate delegated signing authority.

F) The Contractor must provide details of all expenditures. Actual expenses are to be supported by proof of payment (e.g. receipts and payment vouchers). Reasonable expenses will also be reimbursed if approved as appropriate and justifiable by the designated Departmental Representative and deemed to be within Treasury Board policy.

2.0 Options to Extend the Standing Offer Period:

Subject to the exercise of the option to extend the Standing Offer period in accordance with Article <<u>To Be Inserted at Contract Award</u>> of the original Standing Offer, Options to Extend the Standing Offer, the Contractor will be paid the firm all inclusive Per Unit rate, in accordance with the following table, Applicable Taxes extra, to complete all Work and services required to be performed in relation any call-up issued as a result of the Standing Offer extension.

1st Option Year Period: October 1, 2022, to September 30, 2023

A)	An estimated sum that must absolutely not exceed \$ for all-inclusive fees (except travel expenses), payable on receipt of invoice(s) and upon completion and acceptance of each milestone or deliverable as outlined in the Annex A, Statement of Work.							
B)	B) The Department shall pay the Contractor based on the following:							
	a.	An all-inclusive rate of \$ for each urine sample collected (male and/or female) for an estimated 970 samples - no guarantee. A flat fee of one-half the all inclusive rate per sample shall be paid in the case of a "NO SHOW" for which twenty-four (24)						

hours notice has not be given, or if client(s) refuse to test or are unable to provide.

In the event of a "No Show", the Contractor will advise CSC immediately or by next working day at the latest.

NOTE: "NO SHOWS" in excess of ONE, for the same individual(s) on the same day, are not billable.

- b. As far as practicable, tests will be scheduled in multiples (more than one test at the same site on the same day). In this case the first test shall be paid at the full rate, and subsequent tests at one-half (½) of the all-inclusive rate.
- c. The Contractor shall be provided with all collection containers, labels, forms, and shipping material at no cost.
- d. A flat fee of the all-inclusive rate for each referred offender who is unable to provide within the two (2) hours waiting period as per "Collection of Samples" in the Corrections and Conditional Release Regulations (CCRR) Article 66 Section 1 (d). An additional wait fee of 50% of the all-inclusive rate will apply for wait time beyond the first hour of the two-hour wait period.

C) Travel expenses

An estimated sum of \$1,000.00 (HST not applicable) for actual and reasonable travel expenses. The contractor shall be paid for pre-authorized reasonable and proper travel, incurred by personnel directly engaged in the performance of the work, based on the thencurrent kilometer rates, without any allowance thereon for overhead or profit. Travel and living expenses shall not exceed the rates outlined in the then-current Treasury Board Travel Directive. All payments are subject to government audit.

D) Payment(s) shall be made after receipt of monthly invoices outlining services rendered and completion of deliverables outlined in the Annex A, Statement of Work.

- E) All payments are subject to receipt of monthly invoices certified by a CSC Manager or his/her designated officer, with appropriate delegated signing authority.
- F) The Contractor must provide details of all expenditures. Actual expenses are to be supported by proof of payment (e.g. receipts and payment vouchers). Reasonable expenses will also be reimbursed if approved as appropriate and justifiable by the designated Departmental Representative and deemed to be within Treasury Board policy.

2nd Option Year Period: October 1, 2023, to September 30, 2024

- A) An estimated sum that must absolutely not exceed \$_____ for all-inclusive fees (except travel expenses), payable on receipt of invoice(s) and upon completion and acceptance of each milestone or deliverable as outlined in the Annex A, Statement of Work.
- B) The Department shall pay the Contractor based on the following:
 - a. An all-inclusive rate of \$_____ for each urine sample collected (male and/or female) for an estimated 970 samples no guarantee. A flat fee of one-half the all inclusive rate per sample shall be paid in the case of a "NO SHOW" for which twenty-four (24) hours notice has not be given, or if client(s) refuse to test or are unable to provide.

In the event of a "No Show", the Contractor will advise CSC immediately or by next working day at the latest.

NOTE: "NO SHOWS" in excess of ONE, for the same individual(s) on the same day, are not billable.

- b. As far as practicable, tests will be scheduled in multiples (more than one test at the same site on the same day). In this case the first test shall be paid at the full rate, and subsequent tests at one-half (½) of the all-inclusive rate.
- c. The Contractor shall be provided with all collection containers, labels, forms, and shipping material at no cost.
- d. A flat fee of the all-inclusive rate for each referred offender who is unable to provide within the two (2) hours waiting period as per "Collection of Samples" in the Corrections and Conditional Release Regulations (CCRR) Article 66 Section 1 (d). An additional wait fee of 50% of the all-inclusive rate will apply for wait time beyond the first hour of the two-hour wait period.

C) Travel expenses

An estimated sum of \$1,000.00 (HST not applicable) for actual and reasonable travel expenses. The contractor shall be paid for pre-authorized reasonable and proper travel, incurred by personnel directly engaged in the performance of the work, based on the thencurrent kilometer rates, without any allowance thereon for overhead or profit. Travel and living expenses shall not exceed the rates outlined in the then-current Treasury Board Travel Directive. All payments are subject to government audit.

- D) Payment(s) shall be made after receipt of monthly invoices outlining services rendered and completion of deliverables outlined in the Annex A, Statement of Work.
- E) All payments are subject to receipt of monthly invoices certified by a CSC Manager or his/her designated officer, with appropriate delegated signing authority.
- F) The Contractor must provide details of all expenditures. Actual expenses are to be supported by proof of payment (e.g. receipts and payment vouchers). Reasonable expenses will also be

reimbursed if approved as appropriate and justifiable by the designated Departmental Representative and deemed to be within Treasury Board policy.

3.0 Applicable Taxes

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

4.0 Electronic Payment of Invoices - Offer

Canada requests that Offerors complete option 1 or 2 below:

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

The following Electronic Payment Instrument(s) are accepted:

- () MasterCard Acquisition Card;
- () Direct Deposit (Domestic and International);
- 2. () Electronic Payment Instruments will not be accepted for payment of invoices.

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

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

ANNEX C SECURITY REQUIREMENTS CHECK LIST

DSD-ATL4533 Contract Number / Numéro du contrat Government Gouvernement of Canada du Canada 21280-22-3821042 Security Classification / Classification de sécurité SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)
PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE Originating Government Department or Organization /
Ministère ou organisme gouvernemental d'origine csc-scc . Branch or Directorate / Direction générale ou Direction Saint John Area 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 URINALYSIS COLLECTIONS 5. a) Will the supplier require access to Controlled Goods? ✓ Non Yes Le fournisseur aura-t-il accès à des marchandises contrôlées? No Non 5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control V 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? 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? No Yes Non Oui 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-lis 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)
6. b) Will the supplier and lis 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-lis accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.
6. c) Is this a commercial courier or delivery requirement with no overnight storage?
S'agil-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? No Non No Non Oui 7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information on auquel le fournisseur devra avoir accès N/A Canada 🗸 NATO / OTAN Foreign / Étranger N/A 7. b) Release restrictions / Restrictions relatives à la No release restrictions All NATO countries No release restrictions Aucune restriction relative 1 Tous les pays de l'OTAN Aucune restriction relative à la diffusion à la diffusion Not releasable À ne pas diffuser Restricted to: / Limité à : Restricted to: / Limité à : Restricted to: / Limité à : Specify country(ies): / Préciser le(s) pays : Specify country(ies): / Préciser le(s) pays : Specify country(ies): / Préciser le(s) pays : 7. c) Level of information / Niveau d'information
PROTECTED A NATO UNCLASSIFIED PROTECTED A ~ PROTÉGÉ A PROTECTED B NATO NON CLASSIFIÉ NATO RESTRICTED PROTECTED B V PROTEGÉ B PROTECTED C NATO DIFFUSION RESTREINTE PROTÉGÉ B PROTECTED C PROTÉGÉ C NATO CONFIDENTIAL NATO CONFIDENTIEL PROTÉGÉ C CONFIDENTIAL CONFIDENTIEL NATO SECRET CONFIDENTIAL NATO SECRET
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PART A (continued) / PARTIE A (suite)		
8. Will the supplier require access to PROTECTE Le fournisseur aura-t-il accès à des repseignes	ED and/or CLASSIFIED COMSEC information or assets? ments ou à des blens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?	No Yes
Dans l'affirmative, indiquer le niveau de sensiti	nilitá ·	Non LOui
9. Will the supplier require access to extremely or	mentive INFOSEC information or assets? ments ou à des biens INFOSEC de nature extrêmement délicate?	No Yes
		Non Oui
Short Title(s) of material / Titre(s) abrégé(s) du Document Number / Numéro du document :		
PART B - PERSONNEL (SUPPLIER) / PARTIE E 10. a) Personnel security screening level required	B - PERSONNEL (FOURNISSEUR) I / Niveau de contrôle de la sécurité du personnel requis	
RELIABILITY STATUS	CONFIDENTIAL	
COTE DE FIABILITÉ	CONFIDENTIEL SECRET TRÈS S	
TOP SECRET – SIGINT TRÈS SECRET – SIGINT		C TOP SECRET C TRÈS SECRET
SITE ACCESS ACCES AUX EMPLACEMENTS		
Special comments:		
Commentaires spéciaux :		
NOTE: If multiple levels of screening	ng are identified, a Security Classification Guide must be provided.	
10. b) May unscreened personnel be used for port	ix de controle de sécurité sont requis, un guide de classification de la sécurité doit éti	
Du personnel sans autorisation sécuritaire p If Yes, will unscreened personnel be escorte	ed?	No Yes Non Oui
Dans l'affirmative, le personnel en question	sera-t-il escorté?	S No Yes
PART C - SAFEGUARDS (SUPPLIER) / PARTIE	C - MESURES DE PROTECTION (FOURNISSEUR)	
INFORMATION / ASSETS / RENSEIGNEME	ENTS / BIENS	
1. a) Will the supplier be required to receive and	store PROTECTED and/or CLASSIFIED information or assets on its site or	ne No Myes
Le fournisseur sera-t-il tenu de recevoir et d'	store PROTECTED and/or CLASSIFIED information or assets on its site or entreposer sur place des renseignements ou des blens PROTÉGÉS et/ou	DS No Ves
Le fournisseur sera-t-il tenu de recevoir et d' CLASSIFIÉS?	'entreposer sur place des renseignements ou des blens PROTÉGÉS et/ou	
Le fournisseur sera-t-il tenu de recevoir et d' CLASSIFIÉS? 1. b) Will the supplier be required to safeguard CC	'entreposer sur place des renseignements ou des blens PROTÉGÉS et/ou	Non Yes
Le fournisseur sera-t-il tenu de recevoir et d' CLASSIFIÉS?	'entreposer sur place des renseignements ou des blens PROTÉGÉS et/ou	Non V Oui
Le fournisseur sera-t-il tenu de recevoir et d' CLASSIFIÈS? 1. b) Will the supplier be required to safeguard Ct Le fournisseur sera-t-il tenu de protéger des	'entreposer sur place des renseignements ou des blens PROTÉGÉS et/ou OMSEC information or assets? renseignements ou des blens COMSEC?	Non Yes
Le fournisseur sera-t-il tenu de recevoir et d' CLASSIFIÈS? 1. b) Will the supplier be required to safeguard Co Le fournisseur sera-t-il tenu de protéger des PRODUCTION 1. c) Will the production (manufacture, and/or repair occur at the supplier's site or premises?	'entreposer sur place des renseignements ou des blens PROTÉGÉS et/ou OMSEC information or assets? renseignements ou des biens COMSEC? and/or modification) of PROTECTED and/or CLASSIFIED material or equipment	Non Yes Non Oui
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Le fournisseur sera-t-il tenu de recevoir et d' CLASSIFIÈS? 1. b) Will the supplier be required to safeguard Cd Le fournisseur sera-t-il tenu de protèger des PRODUCTION 1. c) Will the production (manufacture, and/or repair occur at the supplier's site or premises? Les installations du fournisseur serviront-elles : et/ou CLASSIFIÈ?	'entreposer sur place des renseignements ou des blens PROTÉGÉS et/ou OMSEC information or assets? renseignements ou des biens COMSEC? and/or modification) of PROTECTED and/or CLASSIFIED material or equipment	Non Yes Non Oui
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DART D. AUTHORIZATION						
PART D - AUTHORIZATION / PAR 13. Organization Project Authority / 0	hargá da projet de l'a	N				
Name (print) - Nom (en lettres moulé	cuarge de brojet de Lor					
Tame (pinity - Noin (en lettles moule	es)	Title - Titre		Signature	1	
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14. Organization Security Authority /	Responsable de la séc	urité de l'orga	joanne.maillet@csc-scc.gc.ca		2021-05-19	
Name (print) - Nom (en lettres moulé	es)	Title - Titre		Signature	StDer	Digitally signed by StDenis. Dominic DN: C=CA, O=CC, OU=CSC-SCC, CN="StDenis, Domanic", Reason: I am the author of this
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 Are there additional instructions (Des instructions supplémentaires 	e.g. Security Guide, Se (p. ex. Guide de sécur	curity Classific ité, Guide de c	cation Guide) attached? classification de la sécurité) sont	-elles jointe	s?	No Yes
Procurement Officer / Agent d'app	provisionnement					
Name (print) - Nom (en lettres moulée		Title - Titre		Cimmet		
Sulve Gallent		A/Dist	1 Mensgreat Services E-mail address - Adresse cou	Signature	ylie	Dalas
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1500 461-3923	(50ce)851-330	<u> </u>	Dylvie Gallenter CSC-S	CCACCA	May	21 2021
Ali Mussa (M)		e séd re	cunte	-	/	Digitally signed by Mussa,
Contract Security Of	ficer			Müs	ssa, Ali	Ali Date: 2021.06.30 14:27:57 -04'00'
Ali.Mussa@tpsgc-pv	/gsc.gc.ca	ır	E-mail address - Adresse cour	rriel	Date	

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ANNEX D - INSURANCE REQUIREMENTS

Commercial General Liability Insurance

- 1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - 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.
 - I. Litigation Rights: Pursuant to subsection 5(d) of the <u>Department of Justice Act</u>, 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 codefend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

ANNEX E - EVALUATION CRITERIA

1.0 Technical Evaluation:

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

It is <u>imperative</u> that the offer <u>address each of these criteria</u> to demonstrate that the requirements are met.

- 1.2 LISTING EXPERIENCE WITHOUT PROVIDING ANY SUBSTANTIATING DATA TO SUPPORT WHERE, WHEN AND HOW SUCH EXPERIENCE WAS OBTAINED WILL RESULT IN THE STATED EXPERIENCE NOT BEING CONSIDERED FOR EVALUATION PURPOSES.
- 1.3 All experience must be strictly work-related. Time spent during education and/or training will not be considered, unless otherwise indicated.
- 1.4 Experience must be demonstrated through a history of past projects, either completed or ongoing.
- 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

- In order to facilitate evaluation of offers, it is recommended that Offerors' offers address the mandatory criteria in the order in which they appear in the Evaluation Criteria and using the numbering outlined.
- II. Offerors are also advised that the month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.
- III. For any requirements that specify a particular time period (e.g., 2 years) of work experience, CSC will disregard any information about experience if the technical offer does

not include the required month and year for the start date and end date of the experience claimed.

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

No	Mandatory Requirements	Page Number	Meets Criteria (yes/no)	Comments
1	The bidder must demonstrate that his personnel has the ability to provide services in the official language chosen by the offender; must provide services in English and French.			
	The bidder must indicate in the detailed personnel resume(s) that the proposed personnel meets the linguistic requirements.			
2	The contractor must be able to travel to the Saint John, New Brunswick, area to perform the required work.			
3	The bid must include: a) Contractor's Resume; AND b) Contractor's Staff Resume(s), which support skills/expertise being requested/offered			
4	The bid must include proof of stated Educational Diplomas of the proposed personnel.			
5	The bid must include proof of vehicle liability insurance coverage, as stated herein.			
6	The bid must include proof that the proposed personnel have a valid drivers licence.			

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