Service correctionnel Canada

RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving - Réception des soumissions:

 $GEN-ATL. Contracting bid submissions @\,CSC-SCC.GC.CA$

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal to: Correctional Service Canada – Proposition à: Service Correctionnel du Canada

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

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

Comments — Commentaires :

Vendor/Firm Name and Address —

"THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT" « LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE RELATIVE À LA SÉCURITÉ »

de l'entrepreneur :

Title — Sujet:	
Education Services – Dorch Basic Skills Workshop	ester Penitentiary –
Solicitation No. — N°. de l'invitation	Date:
21208-22-3913176	October 28, 2021
Client Reference No. — Nº. o	de Référence du Client
21208-22-3913176	
GETS Reference No. — N°. o	de Référence de SEAG
PW-21- 00972704	
Solicitation Closes — L'invit	tation prend fin
at /à : 2 :00 PM AST - 14 :00	HNA
on / le: December 7, 2021 -	- le 7 décembre, 2021
F.O.B. — F.A.B. Plant – Usine: Destina Autre:	ation: Other-
Address Enquiries to — Sou questions à:	umettre toutes
Sylvie Gallant, A/Regional Contract Officer	
Telephone No. – N° de	Fax No. – N° de
téléphone:	télécopieur:
506-378-8724	506-851-6327
Destination of Goods, Services Destination des biens, services	
Dorchester Penitentiary, Mediur New Brunswick	m Sector - Dorchester,
Instructions: See Herein	
Instructions : Voir aux présente	es
Delivery Required — Livraison exigée : See herein	Delivery Offered – Livraison proposée : Voir aux présentes
Name and title of person author	
Vendor/Firm Nom et titre du signataire autori l'entrepreneur	isé du fournisseur/de
Name (Name	Title / Titue
Name / Nom	Title / Titre
Signature	Date
(Sign and return cover page w Signer et retourner la page de proposition)	

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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 <u>Contract Security Program</u> (CSP) of Public Works and Government Services Canada website.

2. SACC manual clause A3080T - COVID-19 vaccination requirement

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification prior to contract award will render the bid non-responsive.

3. Statement of Work

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

4. 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.

5. 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.

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 $\frac{Procurement\ Ombudsman\ Regulations}{OPO\ website}$.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> issued by Public Works and Government Services Canada.

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

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

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

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

2. Submission of Bids

Bidders must submit their bid only to Correctional Service of Canada (CSC) by the date, time and at the email address indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, CSC will not accept bids submitted in hard copy or by facsimile.

CSC recommends that bidders submit their response to the requirements of this solicitation in typewritten format.

Bidders must ensure that any handwritten information included in their bid is clearly legible in order to allow CSC to complete the bid 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 bids comply with all of the requirements of the bid solicitation including, if applicable, any and all evaluation criteria.

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
- 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</u>
<u>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 Bidder a FPS in receipt of a pension? Yes () No ()

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

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

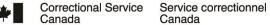
By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with <u>Contracting Policy Notice: 2019-01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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;



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

4. Enquiries – Bid Solicitation

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

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

5. Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

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

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

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

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

Bidders should submit their technical bid and financial bid in two (2) separate documents.

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 <u>Policy on Green Procurement</u>. 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
- use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duo tangs or binders.

2. Section I: Technical Bid

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

3. Section II: Financial Bid

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

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

3.1 Exchange Rate Fluctuation

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

4. Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

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

1.1.2 Point Rated Technical Criteria

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

1.2 Financial Evaluation

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price - Bid

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

2. Basis of Selection

- 1. to be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum of 21 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 35 points."
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

1. Certifications Precedent to Contract Award and Additional Information

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

1.1 Integrity Provisions – Declaration of Convicted Offenses

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

1.2 Integrity Provisions – Required documentation

- (a) List of names: all Bidders, regardless of their status under the Ineligibility and Suspension Policy, must submit the following information:
- i. Bidders that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- ii. Bidders bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- iii. Bidders that are a partnership do not need to provide a list of names.

List of Names:		
-	-	
OR		
☐ The Bidder is a partnership		

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

1.3 Federal Contractors Program for Employment Equity - Bid Certification

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

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

1.4 Status and Availability of Resources

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

1.5 Language Requirements - English

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.

1.6 Education and Experience

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

COVID-19 Vaccination Requirement Certification

1.7 SACC Manual clause A3081T - COVID 19 Vaccination Requirement Certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification is incorporated into, and forms a binding part of any resulting Contract.

	(first and last name), as the representative of (name of business) pursuant to
	(insert solicitation number), warrant and certify that
all personnel that	(name of business) will provide or vernment workplaces where they may come into
(a) fully vaccinated against COVID-19 with He	ealth Canada-approved COVID-19 vaccine(s); or
religion or other prohibited grounds of discrim	ated due to a certified medical contraindication, ination under the <i>Canadian Human Rights Act</i> , asures that have been presented to and approved
until such time that Canada indicates that the Vaccination Policy for Supplier Personnel are	
notified of the vaccination requirements of the	(name of business) have been e Government of Canada's COVID-19 Vaccination (name of business) has certified to
be true for the duration of the Contract. I under are subject to verification at all times. I also undefault, if a certification is found to be untrue, the bid or contract period. Canada reserves the	is of the date indicated below and will continue to erstand that the certifications provided to Canada inderstand that Canada will declare a contractor in whether made knowingly or unknowingly, during the right to ask for additional information to verify request or requirement imposed by Canada will
Signature:	
Date:	
	usiness already has its own mandatory vaccination e. Initialing below is not a substitute for completing
Initials:	
	Form and in accordance with the Government of upplier Personnel will be protected, used, stored

and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who



require access to federal government workplaces where they may come into contact with public servants.

1.8 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 No. 21208-21-3913176

- 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.
- 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) Contract 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 <u>Standard Acquisition Clauses and Conditions Manual</u> issued by Public Works and Government Services Canada.

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

3.1 General Conditions

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

3.2 Supplemental General Conditions

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

4013 - Compliance with On-Site Measures, Standing Orders, Policies, and Rules

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

3.3 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
 - Proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the work does not release the Contractor from its responsibility to meet the requirements of the Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from January 1, 2022, to December 31, 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 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:



Correctional Service Service correctionnel

Canada Canada

Name: Sylvie Gallant

Title: A/Regional Contract Officer
Correctional Service Canada

Branch/Directorate: RHQ/Finance/Material Management

Telephone: 506-378-8724 Facsimile: 506-851-6327

E-mail address: Sylvie.Gallant@csc-scc.gc.ca

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

5.2 Project Authority

The Project Authority for the Contract is:

Name:

Title:

Correctional Service Canada

Branch/Directorate:

Telephone: Facsimile:

E-mail address:

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

5.3 Contractor's Representative

The Authorized Contractor's Representative is:

Name:

Title:

Company:

Address:

Telephone:

Facsimile:

E-mail address:

6. Payment

6.1 Basis of Payment

The Contractor will be 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

- 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
 - 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: **\$ 1,000.00.**

7. Invoicing Instructions

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

Attention: Chief of Education Atlantic Regional Headquarters 1045 Main Street, 2nd 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.

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 and 4013 Compliance with On-Site Measures, Standing Orders, Policies, and Rules;
- (c) the General Conditions 2010B (2020-05-28), Professional Services (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) the Contractor's bid dated _____ (to be inserted at contract award)

11. Insurance - Specific Requirements

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

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

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

- 2. The Commercial General Liability policy must include the following:
- 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.
- Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- I. 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.

12. 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.

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:

- 13.1 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).
- 13.2 The Contractor must advise the Minister of any change in ownership control for the duration of the contract.
- 13.3 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 will have the right to treat this Contract as being in default and terminate the contract accordingly.
- 13.4 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.

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 must obtain all permits and hold all certificates and licenses required for the performance of the Work.
- 16.3 Details on existing CSC policies can be found on the <u>CSC website</u> or any other CSC web page designated for such purpose.

17. Health and Labour Conditions

- 17.1 In this section, "Public Entity" means the municipal, provincial or federal government body authorized to enforce any laws concerning health and labour applicable to the performance of the Work or any part thereof.
- 17.2 The Contractor 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.
- 17.3 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.
- 17.4 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."

18. Identification Protocol Responsibilities

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

18.1 During the performance of any Work at a Government of Canada site, the Contractor and each Contractor Representative must be clearly identified as such at all times;

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

19. Dispute Resolution Services

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to 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 https://mail.org/10.25 when the Office of the Procurement Ombudsman email address, by telephone at 1-866-734-5169, or by web at https://mail.org/10.25 when the Office of the Procurement Ombudsman website. For more information on OPO's services, please see the Procurement Ombudsman Regulations or visit https://mail.org/10.25 each of the Procurement Ombudsman Regulations or visit https://mail.org/10.25 each of the Procurement Ombudsman Regulations or visit https://mail.org/10.25 each of the Procurement Ombudsman Regulations or visit https://mail.org/10.25 each of the Procurement Ombudsman Regulations or visit https://mail.org/10.25 each of the Procurement Ombudsman Regulations or visit https://mail.org/10.25 each of the Procurement Ombudsman Regulations or visit https://mail.org/10.25 each of the Procurement Ombudsman Regulations or visit https://mail.org/10.25 each of the Procurement Ombudsman Regulations or visit https://mail.org/10.25 each of the Procurement Ombudsman Regulations or visit https://mail.org/10.25 each of the Procurement Ombudsman

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 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.

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 <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.

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.

23. Government Site Regulations

SACC Manual Clause A9068C (2010-01-11) - Site Government 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 September 2021, Dorchester Penitentiary Complex was housing 429 inmates (288 at medium security & 141 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 services to inmates with learning difficulties at the Basic Skills' Education Workshop at **Dorchester Penitentiary, Medium Sector**.

1.3. TASKS

- 1. The Contractor must ensure that the Basic Skills' Workshop Teacher adheres to the following CSC policies, guidelines and procedures:
 - CSC's Mission Statement: 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
 - Applicable Commissioner Directives below (copies are available upon request):

i.CD 350: Contracting

ii.CD 568-1: Recording and Reporting of Security Incidents

iii.CD 701: Information Sharing

iv.CD 720: Education Programs and Services for Offenders

v.CD 730: Offender Program Assignments and Inmate Payments

vi.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 that individualized educational programs operate year-round to accommodate continuous entry and exit from the program.

The student-to-teacher ratios represent the number of actual students, which the teacher will be teaching on a daily basis. Students are assigned to the workshop 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. The teacher will be responsible to ensure the maximum teacher-student ratio (1:8) in the shop is met at all times. Ratios may be lower occasionally according to physical space, educational needs and operational needs.

- 3. The Contractor must ensure the following operational requirements are met:
 - Provide services between 08:00 and 16:00 hours with a one-hour lunch period.
 On occasion, services could be rendered outside of core business hours. Breaks
 will be agreed upon and directed by CSC institutional routine. Student contact
 hours in the program 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:
 - i. Canada Day
 - ii. Civic Holiday in August
 - iii. Labour Day
 - iv. National Day of Truth and Reconciliation
 - v. Thanksgiving Day
 - vi. Remembrance Day
 - vii. Christmas Day
 - viii. Boxing Day
 - ix. New Year's Day
 - x. Good Friday
 - xi. Easter Monday
 - xii. 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 based on services rendered. Where the contractor or the Contractor's employee is 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 (e.g. curriculum development and course preparation).

- Provide services of one full-time (1) Basic Skills' Education Workshop Teacher (35 hours/week) for students with learning disabilities, to provide the following:
 - Adapt basic education courses to meet the academic needs of the students:
 - ii. Enter course completions in OMS;
 - iii. Teach and model employability skills to inmates who demonstrate behavioural, psychological, vocational, social, and/or intellectual obstacles:
 - iv. Help the inmate to develop greater self-confidence by providing realistic, measurable, attainable goals;
 - v. Assist the inmate in developing an awareness of his own abilities, potential, and limitations to ensure safe learning practices;
 - vi. Prepare learning centers and a multi-facet work environment that assists and challenges the inmate to overcome and/or adapt to his personal barriers:
 - vii. Provide instruction on the safe use of basic hand tools and equipment;
 - viii. Promote employment readiness and/or treatment readiness for correctional intervention:
 - ix. Keep track of attendance and absences of inmates, and other data entry as required:
 - x. Make available entry level trades exposure, such as woodwork, bicycle repair and other trades approved by CSC and pending Occupational Safety and Health (OSH) codes are met;
 - xi. Promote small projects with Community Organizations, as approved by the Project Authority;
 - xii. Maintain contact with the Case Management Team and report progress and/or concerns immediately;
 - xiii. 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).
 - xiv. Adapt the inmate's schedule of work to best suit the needs of the individual;
 - xv. Maintain dynamic security and health and safety standards for staff and inmates in all aspects of the Basic Skills' Workshop;
 - xvi. Present the objective and purpose of the Basic Skills' Workshop to CSC staff as requested by the Project Authority;
 - xvii. Complete observation reports as required when observing questionable or inappropriate behaviour as well as following an incident;
 - xviii. Wear a Portable Personal Alarm designated to the area during working hours.
- 4. On successful completion of any course provided through the delivery of this contract, the Contractor must enter the course completions in OMS.
- 5. 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.
- 6. The Contractor understands the following:
 - The Correctional Interventions Board (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.

- 7. 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 programs.
- 8. The Contractor must participate in the yearly development of the educational plan.
- 9. The Contractor must assist the Project Authority with input, data analysis, and reporting, as it relates to the educational results, progress, forecasting, curriculum development, and pilot programs.
- 10. The Contractor must 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).
- 11. The Contractor must 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.
- 12. Contract staff attending training, requested by CSC, will be considered fulfilling their contracted duties and the Contractor will be paid.
- 13. The Contractor must ensure that the following duties are performed by the Basic Skills' Education Workshop Teacher:
 - Provide a comprehensive basic academic education program;
 - Assess the academic needs and abilities of inmates:
 - Provide individualized instruction;
 - Develop individual educational plans;
 - Assist in inventory control;
 - Familiarize themselves with the nature and content of andragogical and technological advances in teaching techniques and to the extent practicable, integrate the use of this form of instruction into their course delivery;
 - Provide a variety of teaching strategies (individualized learning, group learning, guests' presentations, etc.);
 - Employ workshop management techniques and methods to ensure a clean environment and to protect and preserve the workshop resources (i.e. books, tools, equipment, etc);
 - 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);
 - 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;

- Supervise and evaluate the inmate cleaners and tutors in the workshop area according to CD-730 "Offender Program Assignment and Inmate Pay";
- 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 workshop;
- Cooperate with CSC management, staff, and other contractors.

1.4. DELIVERABLES

- 1. The Contract Basic Skills' Workshop Teacher must provide the following services:
 - Take attendance of offenders attending their courses or work location. In addition, they must provide an attendance count during class time and work time, if requested to do so by the Project Authority or an Officer of the Correctional Service of Canada.
 - Maintain accurate records of inmate credits and 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 and training file.
 - 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).
 - Assess the performance of students in the program at least once every 180 days and must enter the assessment in to OMS. Final assessments must also be completed when the assignment ends.
 - 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:
 - i. The name of each inmate and an indication of his education needs;
 - ii. The identification of each course that was provided, the nature of the credit involved, and the name of the teacher;
 - iii. The number of inmates that initially registered to the workshop
 - iv. The number of inmates who started but did not complete courses;
 - v. The number of inmates remaining in the workshop;
 - vi. The number of days the course operated;
 - vii. The reason for students discontinuing a course (including, but not limited to, transfer, parole, suspension, medical reasons, quit).
 - 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.
 - Complete Collateral Feedback Reports on inmate students in their class that are simultaneously participating in Integrated Correctional Program Modules (ICPM).
 - Ensure accurate data of educational courses completions is entered in the OMS immediately or before the end of the business day;

- Ensure these reports are completed when required in OMS, respecting established timeframes (CD 730) and must notify the Chief of Education for quality reviewing purposes and locking.
- Maintain permanent records of inmate credits and 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.
- 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"

Pandemic Measures

- Equipment must be disinfected before and after each use by the Contract Basic Skills'
 Workshop Teacher. All cleaning materials will be supplied by CSC.
- Social distancing must be respected in class and in training facilities. All CSC staff, the Contract Basic Skills' Workshop Teacher 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.
- All Public Health and CSC guidelines must be followed.

Estimated Volume

- Due to COVID-19 or other pandemic situations, the number of participants may vary in order to keep a safe physical distance according to CSC policies.
- The number of participants per course will recommence to a maximum number of eight (8) 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

1. The Contract Teacher is assigned to **Dorchester Penitentiary – Medium Security Sector**, and must ensure that work is performed on site, located at:

Dorchester Penitentiary – Medium Security Sector 4902 Main Street Dorchester, NB E4K 2Y9

^{*}All work performed in this contract is subject to the inspection and acceptance by the Project Authority.

2. 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 be able to ensure services in English

ANNEX B - Proposed Basis of Payment

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

1.0 Initial Period - From January 1st, 2022 to December 31st, 2022:

Resource Description	Bidder's Firm All- Inclusive Per Hour Rate	Hours (up to a maximum number of hours per contract personnel)	Total
Basic Skills' Teacher	\$	1554	\$
Travel and Living Expenses			\$ 1,000.00
Total			\$

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 asrequested basis.

2.1 Option period One - From January 1st, 2023 to December 31st, 2023:

Resource Description	Bidder's Firm All- Inclusive Per Hour Rate	Hours (up to a maximum number of hours per contract personnel)	Total
Basic Skills' Teacher	\$	1554	\$
Travel and Living Expenses			\$ 1,000.00
Total cost for option year			\$
Total			\$

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

ANNEX C – Security Requirement Check List



DSD-ATL4638 Contract Number / Numéro du contrat 21208-21-3913176 Security Classification / Classification de sécurité Unclassified

	ATION DES EXIGENCES RELATIVES						
PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE							
Originating Government Department or Organization	n / Correctional Service Canada	Branch or Directorate / Direction générale ou Direction					
Ministère ou organisme gouvernemental d'origine	Correctional Service Canada	Assessment & Interventions					
3. a) Subcontract Number / Numéro du contrat de sou	is-traitance 3. b) Name and Address	of Subcontractor / Nom et adresse du sous-traitant					
4. Brief Description of Work / Brève description du tra	val						
		Dorchester Penitentiary (Medium security),					
Frovide basic skills workshop education to	rimitates with learning directities at	Dorchester Ferntentially (Medicin Security).					
5. a) Will the supplier require access to Controlled Go	ade?	✓ No Yes					
Le foumisseur aura-t-il accès à des marchandise	es contrôlées?	✓ Non ☐ Oul					
5. b) Will the supplier require access to unclassified in Regulations?	ilitary technical data subject to the provision:						
Le foumisseur aura-t-il accès à des données tec	holoues militaires non classifiées oul sont as	V Non Oul					
sur le contrôle des données techniques?		agence and depositions of the granten					
Indicate the type of access required / Indiquer le ty	pe d'accès requis						
a) Will the supplier and its employees require access							
Le foumisseur ainsi que les employés auront-lis		PROTEGES et/ou CLASSIFIES? Non V Oul					
(Specify the level of access using the chart in Qu (Préciser le niveau d'accès en utilisant le tableau							
b) Will the supplier and its employees (e.g. cleaner)		restricted access areas? No access to 7 No Yes					
PROTECTED and/or CLASSIFIED information of		Non L Oul					
Le foumisseur et ses employés (p. ex. nettoyeur							
à des renseignements ou à des biens PROTÉGI	ÉS etiou CLASSIFIÉS n'est pas autorisé.						
 c) Is this a commercial courier or delivery requirems 3'agit-ii d'un contrat de messagerie ou de livrais 		No Yes					
7. a) Indicate the type of information that the supplier	will be required to access / Indiquer le type d	l'information auguei le fournisseur devra avoir accès					
Canada	NATO / OTAN	Foreign / Étranger					
7. b) Release restrictions / Restrictions relatives à la c							
No release restrictions	All NATO countries	No release restrictions					
Aucune restriction relative å la diffusion	Tous les pays de l'OTAN	Aucune restriction relative à la diffusion					
Not releasable							
A ne pas diffuser							
	l <u>.</u>						
Restricted to: / Limité à :	Restricted to: / Limité à :	Restricted to: / Limité à :					
Specify country(les): / Préciser le(s) pays :	Specify country(les): / Préciser le(s) pays :	Specify country(les): / Préciser le(s) pays :					
7. c) Level of Information / Niveau d'Information							
PROTECTED A	NATO UNCLASSIFIED	PROTECTED A					
PROTÉGÉA 🔽	NATO NON CLASSIFIÉ	PROTÉGÉ A					
PROTECTED B	NATO RESTRICTED	PROTECTED B					
PROTÉGÉ B V	NATO DIFFUSION RESTREINTE	PROTÉGÉ B					
PROTECTED C	NATO CONFIDENTIAL	PROTECTED C					
PROTÉGÉ C	NATO CONFIDENTIEL	PROTÉGÉ C					
CONFIDENTIAL	NATO SECRET	CONFIDENTIAL					
CONFIDENTIEL	NATO SECRET	CONFIDENTIEL					
SECRET	COSMIC TOP SECRET	SECRET					
SECRET	COSMIC TRÊS SECRET	SECRET					
TOP SECRET		TOP SECRET					
TRÊS SECRET		TRÊS SECRET					
TOP SECRET (SIGINT)		TOP SECRET (SIGINT)					
TRÊS SECRET (SIGINT)		TRÊS SECRET (SIGINT)					

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PART A /com	tinued) / PARTIE A (suite)							
	piler require access to PROTECTED at	nd/or CLASSIFIED COMSEC in	formation or assets?		No Yes			
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:								
	ratie the level of sensitivity: mative, indiquer le niveau de sensibilité	:						
9. Will the sup	Will the supplier require access to extremely sensitive INFOSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?							
	s) of material / Titre(s) abrégé(s) du ma Number / Numéro du document :	tériel :						
	RSONNEL (SUPPLIER) / PARTIE B - F	ERSONNEL (FOURNISSEUR						
10. a) Personr	nel security screening level required / N	veau de contrôle de la sécurité	du personnel requis					
	RELIABILITY STATUS COTE DE FIABILITÉ	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SEC				
	TOP SECRET- SIGINT TRÊS SECRET - SIGINT	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET		TOP SECRET			
	SITE ACCESS ACCÈS AUX EMPLACEMENTS							
"								
	Special comments: Commentaires spéciaux :							
	NOTE: If multiple levels of screening a	re Identified a Carretty Classific	eton Guide must be omi	ided				
	REMARQUE : SI plusieurs niveaux d				foumi.			
	screened personnel be used for portion connel sans autorisation sécuritaire peu		traus 17		No Yes			
	vill unscreened personnel be escorted?	-	ravali:		Non Oul			
	offirmative, le personnel en question ser				Non LOUI			
	FEGUARDS (SUPPLIER) / PARTIE C -		(FOURNISSEUR)					
INFORMATI	ON / ASSETS / RENSEIGNEMENT	8 / BIENS						
11. a) Will the	supplier be required to receive and sto	re PROTECTED and/or CLASS	IFIED information or as	sets on its site or	No Yes			
	nisseur sera-t-il tenu de recevoir et d'en	treposer sur place des renseigr	ements ou des biens P	ROTÉGÉS et/ou				
11 b) Will the	supplier be required to safeguard COM	SEC information or assets?			□ No □Ves			
	isseur sera-t-il tenu de protéger des re		MSEC?		Non Oul			
PRODUCTION	ON							
	production (manufacture, and/or repair an tithe supplier's site or premises?	d/or modification) of PROTECTS	D and/or CLASSIFIED	material or equipment	Non Yes			
Les inst	allations du fournisseur serviront-elles à l	a production (fabrication et/ou ré	paration et/ou modification	on) de matériel PROTÉGÉ	V			
etiou Ci	ASSIFIÉ?							
INFORMATION	INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)							
11. d) Will the	11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED No Yes							
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 PROTEGÉS et/ou CLASSIFIÉS?								
11. e) Will then	e be an electronic link between the suppl	er's IT systems and the government	ent department or agen	cy?	No Yes			
Dispose	ra-t-on d'un lien électronique entre le sys				V Non Oul			
gouven	ementale?							
TROPORT	0-103(2004/12)	Security Classification / Class	ification de nécurité	1				
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		Unclassified			Canada			

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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 di 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** (per Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAP[TULAT]F

	_		_													
Category Categorie		отёс		CL CL	SSIFIED ASSIFIE			NATO						COMBEC		
	А	В	С	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	TOP SECRET		OTECT OTEG		CONFERNIAL	SECRET	SECRET
N/A				CONFIDENTIEL.		TRES SECRET	NATO DIFFUSION RESTRENTE	NATO CONFORMEL		Trebs SECRET	A	8	С	CONFIDENTIAL.		TRES SECRET
information / Assets Renseignements / Biens																
Production												$\overline{}$				
IT Media / Support TI		Н														
IT Link: / Lien électronique	П		Г													
12. a) s the description of the work contained within this SRCL PROTECTED and/or CLASS/FIED? La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASS/FIÉE? No. Ves Cul																
if Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification", Dans l'affirmative, classifier 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 No Oul																

 Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

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, classifier je présent formujaire en indiquant je niveau de sécurité dans ja case intitujée

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PART D - AUTHORIZATION / PARTIE D - AUTORISATION							
Organization Project Authority / Chargé de projet de l'organisme							
Name (print) - Nom (en lettres moulé	Title - Titre		Signature [Daigle,	Digitally signed by Daigle, Maurice		
Maurice Daigle	Chief of E	ducation		Maurice /	Date: 2021.09.16 14:15:34 -02:00		
elephone No N° de téléphone Facsimile No N° de téléc 506-851-6397			E-mail address - Adresse coun maurice.daigle@csc-sc		Date		
14. Organization Security Authority /	Responsable de la séc	urité de l'organ	ilsme		24D !-	Digitally signed by StDenia, Dominio	
Name (print) - Nom (en lettres moulé	Title - Titre				Digitally signed by 96Denis, Dominio Dre DWGA, DwGrC, DUWCSG-SCC, Che*96Denis, Dominio* Resport I am the author of this		
Dominic St-Denis		A/Contracting	g Security Analyst		Dominic	Loodillor your signing location here Desk 2001 0s 17 1136:00-0400* Fault PDF Editor Version: 11.0.1	
Γelephone No N° de téléphone	télécopieur	E-mail address - Adresse coun	riel	Date			
 Are there additional instructions (Des instructions supplémentaires 				t-elles jointes	?	No Yes Non Oul	
6. Procurement Officer / Agent d'app	provisionnement						
Name (print) - Nom (en lettres moulé	es)	Title - Titre		Signature			
Lise Bourque		Regional Contract Officer		Bou	rque, Lise 🖔	gitally signed by Bourque, Line for 2021.09.17 11:49:30 - 02700*	
Telephone No N° de téléphone Facsimile No N° de téléc 506-851-6327 506-851-6327			E-mail address - Adresse cou lise.bourque@csc-scc.g		Date		
Contracting Security Authority / A	utorité contractante en	matière de séc	curité				
Nan Anik Farrell - CSO 613-946-5194 anik farrell @tosec-owesc.gt.ca	:)	Title - Titre		[≋] Fär ∧ni	rell, 🧖	glafy signed by: Famel, Anik N CN = Famel, Anik C = CA = DC OU = PWGSC-TPSGC de: 2021.10.07 09:07:28 - for	
Felephone No N° de téléphone	Facsimile No Nº de	télécopieur	E-mail address - Adresse cou		Bate 🤍		

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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 <u>imperative</u> that the proposal <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 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.

MANDATORY TECHNICAL CRITERIA

#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met
M1	Demonstrate that the contractor can provide the following qualified staff by including his/her résumé :		
	-One (1) Basic Skills' Education Teacher (English essential)		
	*Clearly identify the linguistic profile (English or bilingual) for the proposed individual.		
M2	Provide a copy of valid **teaching certificate, issued by the New Brunswick Teachers' Certification Office for all proposed teachers.		
	**If the valid New Brunswick teacher certification is not submitted as requested, the Contracting Authority will inform the Bidder of a		
	timeframe within which to provide it. Failure to provide the valid certification within the timeframe provided will render the bid non-responsive.		
M3	Provide proof that the proposed teacher has successfully completed a Workplace Hazardous Materials Information System (**WHMIS) course and a **Basic First Aid course.		
	**If proof of successful completions for both courses is not submitted as requested, the Contracting Authority will inform the Bidder of a timeframe within which to provide it. Failure to provide proof within the timeframe provided will render the bid non-responsive		

#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met
M4	Demonstrate the ability to provide proof of *Graduation with a degree from a recognized post-secondary institution with a specialization in the field of teaching woodwork or working in an industrial environment OR * An acceptable combination of education, training and/or experience in a field relevant to the position.		

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	 Basic Skills' Education TEACHER (English essential) a) Years of experience as a teacher. (1 point per year/maximum 5 points) b) Years of experience working in the field of woodwork and/or carpentry. (1 point per year/maximum 5 points) c) Years of experience teaching in a workshop (woodwork and/or carpentry). (2 points per year/maximum 10 points) d) Years of experience teaching in a correctional facility. (2 points per year/maximum 10 points) e) Years of experience teaching adults or high school students with learning disabilities. (1 point per year/maximum 5 points) 	35	
	Total number of points	/35	
	Minimum Score Required: 21/35	60%	