

RETURN OFFERS TO : RETOURNER LES OFFRES À :	Title — Sujet: Vocational Training – Confined Space Awareness Training			
Bid Receiving - Réception des soumissions:	Solicitation No. — N°. de Date:			
VIA EMAIL TO :	l'invitation			
bidsubmissions.GEN-	21C81-21-3762881- <u>A</u> January 19, 2022			
NHQContracting@CSC-SCC.GC.CA	Client Reference No. — Nº. de Référence du Client			
ATTENTION : Claudette Chabot	21C81-21-3762881- <u>A</u>			
	GETS Reference №. — №. de	e Référenc	e de SEAOG	
REQUEST FOR A STANDING	21C81-21-3762881- <u>A</u>			
OFFER	Solicitation Closes — L'invita	<mark>tion</mark>	Time Zone	
DEM ANDE D'OFFRE À	<mark>prend fin</mark>		<mark>Fuseau horaire</mark>	
COMMANDES	at / à:14 :00		CST	
Regional Master Standing Offer (RMSO)	On / Le : February 3, 2022 / le	3 février,	Heure normale du centre	
Offreà commandes maître régionale (OCMR)	<mark>2022</mark>			
Canada, as represented by the Minister of the Correctional Service of Canada, hereby requests a Standing Offer on behalf of the Identified Users	Deliv ery Required — Liv raison exigée : See herein – Voir aux présentes			
herein. Le Canada, représenté par le ministre du Service	F.O.B. — F.A.B. Plant – Usine: Destination: Other-Autre: e Address Enquiries to — Soumettre toutes questions à:		Other-Autre:	
correctionnel Canada, autorise par la présente, une offre à commandes au nom des utilisateurs			esquestions à:	
identifiés énumérés ci-après.	Claudette Chabot – <u>Claudette.Chabot@csc-scc.gc.ca</u>			
Comments — Commentaires :				
	Telephone No. – N° de téléphone:	Fax No. – N°	de télécopieur:	
Vendor/Firm Name and Address —	639-317-8547			
Raison sociale et adresse du fournisseur/de l'entrepreneur :	Destination of Goods, Services and Construction: Destination des biens, services et construction:			
	Multipleaspercall-up			
	Multiples, selon la commande subséquente.			
	Security – Sécurité			
	This request for a Standing Offer Cette Demande d'offre à comma			
	de sécurité.			
Telephone # — N° de Téléphone :	Instructions: See Herein Instructions : Voir aux présentes			
Fax # — No de télécopieur :	Name and title of person authorized to sign on behalf of Vendor/Firm Nom et titre du signataire autorisé du fournisseur/de l'entrepreneur			
	Name / Nom	Title	/ Titre	
GST # or SIN or Business $\#$ — N° de TPS ou NAS ou N° d'entreprise :				
·	Signature	Date		
	(Sign and return cover page win Signer et retourner la page de c		avec l'offre)	

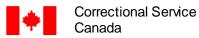


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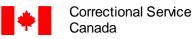
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PART 1 - GENERAL INFORMATION

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 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 SACC Manual clause M3080T (2021-11-29) – COVID-19 vaccination requirement for Standing Offers

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the offer will render the offer non-responsive.

2.2 The Correctional Service of Canada (CSC) CORCAN has a requirement to provide third party certification for Confined Space Awareness training to groups of offenders at various federal institutions in British Columbia.

<u>Objectives:</u> To provide third party certification for Confined Space Awareness training, on an as and when requested basis, to groups of offenders at various Institutions in the Pacific Region, British Columbia.

The Contractor must provide Confined Space Awareness training recognized by the Provincial Regulatory Body. The learning objectives for the Confined Space Awareness training need to be applicable to various industry sectors, such as mining, manufacturing, oil and gas, agriculture, aquaculture, highways, forestry, film and television, hospitality and tourism as well as residential and commercial construction. Upon successful completion of the training, the



Contractor must provide participants with a valid third party certificate that will allow them to work in jobs requiring Confined Space Training.

Deliverables:

- 1. Sufficient resources (instructors) to facilitate the CONFINED SPACE courses at the locations identified.
- 2. Training materials, including but not limited to, written, practical exercises, testing and equipment as required for the completion of the Confined Space Awareness course;
- 3. All necessary materials required in the delivery of the training which include but are not limited to: manuals, handouts, materials, educational supplies and tools and classroom supplies, any specialized equipment and any other necessary equipment needed to provide the training;
- The Identified User authorized to make call-ups against the Standing Offer is: Correctional Service of Canada, CORCAN in the Pacific Region.
- the period of the Standing Offer is from Standing Offer award to February 28, 2023 with the option to renew for two (2) additional one-year periods.
- 2.3 Further to Article 800 of the Canadian Free Trade Agreement (CFTA), CFTA does not apply to this procurement.

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 <u>Contract Security</u> <u>Program</u> (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.

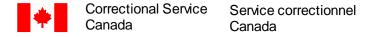
5. Debriefings

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 <u>the Office of the Procurement Ombudsman email</u> address, by telephone at 1-866-734-5169, or by web at <u>the Office of the Procurement</u> <u>Ombudsman website</u>. For more information on OPO's services or to determine if your concerns are within the Ombudsman's mandate, please see the <u>Procurement Ombudsman Regulations</u> or visit the <u>OPO website</u>.

7. Multiple Standing Offers



CSC may award of up to a maximum of two (2) Standing Offers as a result of this request for standing offers, one (1) per each STREAM.

<u>STREAM 1:</u> Mission Institutions (Medium and Minimum), Mountain Institution, Kent Institution, Kwikwexwelhp Healing Village, Pacific Institution, Matsqui Institution, Fraser Valley Institution.

STREAM 2: William Head Institution

Bidders can bid on one STREAM or both, however, Bidders submitting a bid for both STREAMS must be able to provide services at all of the location(s) listed within the identified stream.

Bidders <u>must</u> also be able to supply sufficient resources for the estimated volume of sessions per STREAM for which they are interested in providing service. (See Annex A – Statement of Work for the estimated volume of sessions per STREAM).



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

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 <u>Financial</u> <u>Administration Act</u> 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</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</u> <u>Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted</u> <u>Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring</u> <u>Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada</u> <u>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 <u>Contracting</u> <u>Policy Notice: 2012-2</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

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;



Correctional Service Service correctionnel Canada Canada

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

4. Enquiries - Request for Standing Offer

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

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

5. Applicable Laws

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

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

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.

Section I: Technical Offer

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

Section II: Financial Offer

Offerors <u>MUST</u> submit their financial offer in accordance with 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.



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 D – Evaluation Criteria. Offers not meeting all mandatory criteria will be declared non-responsive and will be given no further consideration.

1.2 Financial Evaluation

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

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

Financial evaluation will be completed as follows:

All-inclusive cost per participant (Period A) + All-inclusive cost per participant (Period B) + All-inclusive cost per participant (Period C) = Total Evaluated Price per STREAM.

- 2. Basis of Selection
- 2.1 Basis of Selection Mandatory Technical Criteria Only

An offer must comply with the requirements of the Request for Standing Offer and meet all mandatory technical evaluation criteria (M1 to M2 in Annex D) to be declared responsive. The responsive offer with the lowest evaluated price in each identified STREAM (1-2) will be recommended for issuance of a standing offer.

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



PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

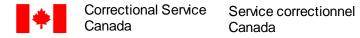
1. Certifications Precedent to the Issuance of a Standing Offer and Additional Information

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

1.1 Integrity Provisions – Declaration of Convicted Offenses

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

- i. 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, within 10 working days, inform the Contracting Authority in writing of any changes affecting the list of names submitted with the offer.

1.3 Status and Availability of Resources

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

1.4 Language Requirements - English Essential

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

1.5 Education and Experience

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

1.6 SACC Manual clause M3081T (2021-11-29) – COVID-19 vaccination requirement certification – Standing Offers

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

COVID-19 Vaccination Requirement Certification

I, ______ (first and last name), as the representative of ______ (name of business) pursuant to



(insert solicitation number), warrant and certify that

(name of business) will provide on

all personnel that call-up(s) issued against the Standing Offer resulting from this Request for Standing Offers who access federal government workplaces where they may come into contact with public servants will be:

(a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s); or

(b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the Canadian Human Rights Act, subject to accommodation and mitigation measures that have been presented to and approved by Canada:

until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by (name of business) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the

_____(name of business) has certified to their compliance

with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Standing Offer and any resulting call-ups (contracts). I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare an Offeror or contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the period of the Standing Offer or call-up (contract). Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Standing Offer and call-up (contract).

Signature:

Date:

Optional

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below is not a substitute for completing the mandatory certification above.

Initials:

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier 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 any resulting Contract (call-up) and who require access to federal government workplaces where they may come into contact with public servants.

1.7 Certification:

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



PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

1. Security Requirement

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

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

2. Security Requirement

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

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).

2. The Contractor/Offeror personnel requiring access to sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.

3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.

- 4. The Contractor/Offeror must comply with the provisions of the:
- a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
- b) Contract Security Manual (Latest Edition).

3. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> 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 Standing Offer award to February 28, 2023.

4.2 Extension of Standing Offer



If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an **additional two (2) one (1) year period each**, 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.

5. Authorities

5.1 Standing Offer Authority

Name:	Claudette Chabot
Title:	Senior Contracting Officer
	Correctional Service of Canada
Branch:	Corporate Services, Comptroller's Branch, Contracting and Materiel
	Services
	Telephone: 639-317-8547
E-mail address:	Claudette.Chabot@csc-scc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, 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 Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

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

5.3 Offeror's Representative

(to be completed at time of award)

6. **Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service 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.

7. Identified Users

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

Correctional Service of Canada, CORCAN in the Pacific Region. CORCAN managers from the various identified institutions in the Pacific Region.

8. Call-up Instrument

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

9. Limitation of Call-ups

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

10. Financial Limitation

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

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

11. **Priority of Documents**

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

- a) the call-up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions Standing Offers Goods or Services
- d) the supplemental general conditions, 4013 (2021-11-29) Compliance with On-Site Measures, Standing Orders, Policies, and Rules;
- e) the general conditions 2010B (2020-05-28); General Conditions Professional Services (Medium Complexity)
- f) Annex A, Statement of Work;
- g) Annex B, Basis of Payment;
- h) Annex C, Security Requirements Check List;
- i) the Offeror's offer dated ______ (insert date of offer), (if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on ______" OR "as amended on ______" and insert date(s) of clarification(s) or amendment(s) if applicable).

12. Certifications and Additional Information

12.1 Compliance

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

12.2 SACC Manual clause M3082T (2021-11-29) COVID-19 Vaccination Requirement Certification Compliance – Standing Offers



Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the COVID-19 Vaccination Requirement Certification is or becomes untrue or if the Offeror fails to comply with such Certification during the period of any resulting Contract (call-up).

Canada will also have the right to terminate any resulting Call-up for default if the COVID-19 Vaccination Requirement Certification is or becomes untrue or if the Contractor fails to comply with such Certification during the period of the Contract (call-up).

12.3 Status of Availability of Resources

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

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

13. Applicable Laws

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

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 Supplemental General Conditions

4013 (2021-11-29) – 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.

2.3 Replacement of Specific Individuals

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



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

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: 2012-2</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 Financial Limitation - Total

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

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

5.3 Multiple Payments

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



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

5.4 SACC Manual Clauses

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

5.5 Travel and Living Expenses

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

5.6 Electronic Payment of Invoices - Contract (to be indicated at time of award)

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

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

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

- 2. Invoices must be distributed as follows:
 - . One (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Standing Offer.

7. Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

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.

10. 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 t



Correctional Service Service correctionnel Canada Canada

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 Regulations.

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.

19. Government Site Regulations

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



ANNEX A - STATEMENT OF WORK

The Correctional Service of Canada (CSC) CORCAN has a requirement to provide third party certification for Confined Space Awareness training to groups of offenders at various federal institutions in British Columbia.

1.0 Background

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

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

2.0 Objective

To provide third party certification for Confined Space Awareness training, on an as and when requested basis, to groups of offenders at various Institutions in the Pacific Region, British Columbia.

The Contractor must provide Confined Space Awareness training recognized by the Provincial Regulatory Body. The learning objectives for the Confined Space Awareness training need to be applicable to various industry sectors, such as mining, manufacturing, oil and gas, agriculture, aquaculture, highways, forestry, film and television, hospitality and tourism as well as residential and commercial construction. Upon successful completion of the training, the Contractor must provide participants with a valid third party certificate that will allow them to work in jobs requiring Confined Space Training.

3.0 Tasks

The Contractor must provide:

- a) Certified instructor(s) to provide Confined Space training courses to offenders that is recognized by the Provincial Regulatory Body, WorkSafeBC.
- b) The curriculum required to provide certified Confined Space Awareness training to offenders at the identified sites. Training for each Confined Space Awareness course (minimum 6 hour course) must include, but is not limited to, the following:
 - Identifying existing and potential confined space hazards
 - Methods to control and eliminate hazards
 - Worker responsibilities
 - Confined space classification
 - Entry planning and authorization
 - Emergency rescue procedures
- c) Register the successful students with the appropriate authority and deliver all certificates to the designated Manager at the site where the program is delivered, within 21 days of course delivery.

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

The Contractor's resource(s) must:

- a) Participate in orientation at the identified location prior to delivery of training as per section 8.0 Orientation Prior to Course Delivery;
- b) Administer exams and/or competency assessments directly related to the skills and defined competency approved by WorkSafeBC for the Confined Spaces Awareness certificate course;
- c) Ensure work area is searched at the end of each day and any tool control, attendance management and security procedures are followed as identified in site orientation prior to orientation;
- d) Report all incidents of theft, missing tools/supplies, or concerns to the program and/or security staff at the earliest opportunity possible;
- e) Complete observation reports when requested by staff;

4.0 Deliverables

For each course, the Contractor must provide:

- 1. Sufficient resources (instructors) to facilitate the CONFINED SPACE courses at the locations identified in section 5.0 Location of Work.
- 2. Training materials written and practical exercises, and testing and equipment as required for the completion of the Confined Space Awareness course;
- A copy of a class list and all original certificates delivered to the site and provided to the Project Authority as evidence when invoicing in addition to a class roster with course results.
- 4. Original certificates must be provided to the site within 14 days, except in situations where a third party sets the standard.
- 5. Progress reports identifying work completed within 5 business days;
- 6. All necessary materials required in the delivery of the training which include but are not limited to: manuals, handouts, materials, educational supplies and tools and classroom supplies, any specialized equipment and any other necessary equipment needed to provide the training;
- 7. Detailed equipment/supply lists required for the delivery of the program that must be preapproved via submission to the Project Authority no later than 14 days prior to a program start date

For each course, CSC CORCAN will provide:

- 1. Selection of participants with a confirmed number of participants for the course to the Contractor one (1) week prior to the course commencement date;
- Training facilities for course delivery, including classroom and any equipment required for use during classroom instruction (note all types of media utilized for delivery of the training is subject to pre-approval by the Project Authority and the type of media will be identified in the call-up);
- 3. Gloves and steel toe boots for all participants as needed;
- 4. Site orientation and review of local security policies and procedures.

CSC CORCAN, Project Authority will provide the Contractor with a list of the Designated Managers for each CSC Institution location upon award of the Standing Offer.

The Designated Manager for each CSC Institution will work with the Contractor to determine course delivery dates.



5.0 Location of work

The Contractor must provide services to the following locations under this standing offer:

STREAM 1:

CSC Institution	Security	Estimated Number of
Mission Minimum Institution 33737 Dewdney Trunk Rd, P.O. Box 50 Mission, BC V2V 4L8	Classification Minimum Security Facility	courses per year
Mission Medium Institution 8751 Stave Lake Street P.O. Box 60 Mission, BC V2V 4L8	Medium Security Facility	
Mountain Institution 4732 Cemetery Rd, Agassiz, BC V0M 1A0	Medium Security Facility	
Kent Institution 4732 Cemetery Rd, Agassiz, BC V0M 1A0	Maximum Security Facility	Up to 13 courses for
Kwìkwèxwelhp Healing Village P. O. Box 110, Harrison Mills, BC V0M 1L0	Minimum Security Facility	Stream 1
Pacific Institution 33344 King Rd Abbotsford, BC V2S	Multi level Security Facility	
Matsqui Institution 33344 King Road PO Box 2500 Abbotsford, BC V2S 4P3	Medium Security Facility	
Fraser Valley Institution 33344 King Rd, Abbotsford, BC V2S 6J5	Multi-Level Facility	

STREAM 2:

CSC Institution	Security Classification	Estimated Number of courses per year
William Head Institution 6000 William Head Road	Minimum Level Facility	Up to 2 courses for Stream 2

Victoria BC V9C 0B5

* Minimum class size will be 8 participants. Maximum class size will be 14 participants;

The estimated number of sessions per year does <u>not</u> constitute a contractual guarantee and there is no guaranteed minimum number of courses at each location. The training sessions are to be held on an as and when requested basis, dependent on needs at each site.

6.0 Language of Work

The Contractor must perform all work in English.

7.0 Hours of Work

The Contractor must provide training during the available location operational hours - Monday to Friday from 08:00 to 15:30.

The Contractor may be required to work outside normal working hours by providing training in the evenings and/or on weekends.

8.0 Orientation Prior to Course Delivery

Prior to commencing delivery of each course (date acceptable to the Contractor and Delegated Manager), the Contractor's Resource must receive an Orientation, briefing on the policies and procedures including security procedures, delivery and storage of materials/equipment, review any logistical questions and other information necessary prior to course commencement including practical training. Site specific protocols relating COVID-19 will be discussed as part of the site orientation. This will include protocols related to masks, hand-sanitizing, disinfecting of equipment, physical distancing, etc. The site orientation may last up to three hours (may be shorter if it is not the first course the Resource has delivered at the location) and may be delivered via pre-reading, telephone, video conference or in person, as determined by the designated CSC CORCAN Manager at the site.

COVID-19 Measures:

- Equipment must be disinfected before and after each use by the Contractor. Refer to the as per COVID-19: Cleaning and disinfection Guidance COVID-19: Institutional Cleaning and step-by-step Guide documents;
- All cleaning materials will be supplied by CSC;
- 2 meter social distancing must be respected in class and in training facilities. All CSC staff, the Contractor and the offenders are responsible for social distancing.
- Masks must be worn if social distancing is not possible.
- Hand washing or hand sanitizing must be done frequently.

Due to the impacts from the COVID-19 pandemic, temporary measures are being taken on-site at CSC institutions (Please refer to Fact Sheet for Contractors Annex E- Fact Sheet: Resuming program and service delivery in CSC institutions).

9.0 Meetings

1. It is expected that an initial meeting will be arranged between the Project Authority and Contractor, which will allow the Project Authority to ensure that the Contractor understands the scope of the work and to answer any questions. In addition, regular meetings may be organized as required, depending on the progress of the course.



2. The Contractor must immediately report to the Project Authority by telephone and followup e-mail any urgent issues raised during the course of the work that may affect the progress of the work. All injuries or security concerns / incidents must be reported immediately.

10.0 Limitations and Constraints

- Courses are delivered to federally sentenced offenders who are incarcerated at federal institutions (including minimum, medium and maximum security inmates) and to offenders under community supervision at community based locations identified by the Project Authority.
- The Contractor's instructor(s) must maintain a strictly monitored tools/equipment inventory at the site of delivery and provide a signed off copy to security daily.
- Participants may exhibit difficult or resistant behaviour.
- There may be delays clearing principal entrance security. All items brought into the institution must be inspected, x-rayed, and may be tested for contraband. Prescription medication, cannabis and tobacco products are restricted.
- Courses may be delayed due to operational requirements in the institution
- All personnel must follow all rules and regulations of the federal institution, including meeting all security requirements and knowing what items are not permitted.

11.0 Cancellation

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



ANNEX B - PROPOSED BASIS OF PAYMENT

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

1.0 Professional Services provided with a Firm Price:

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

<u>NOTE</u>: If the bidder is bidding on multiple STREAMS, the Contractor must supply sufficient resources for the estimated volume as per the Annex A – Statement of Work.

Bidders can bid on one or on multiple streams however, they must provide services at the institution(s) listed within the identified stream.

2.0 Rates

Prices are to be Firm Unit price per Participant.

A - Contract Period – From Standing Offer award to February 28, 2023.

STREAM 1:

Description: Confined Space Training - as described in Annex A Statement of Work	All-inclusive firm rate per participant for a group of 8 -14 participants
	A
STREAM 1 sites (as listed in 5.0 Location of Work in Annex A Statement of Work)	\$

STREAM 2:

Description: Confined Space Training - as described in Annex A Statement of Work	All-inclusive firm rate per participant for a group of 8-14 participants
	А
STREAM 2 site (as listed in 5.0 Location of Work in Annex A Statement of Work)	\$

3.0 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 rate(s), in accordance with the following table, Applicable Taxes extra, to complete all Work and services required to be performed in relation any call-up issued as a result of the Standing Offer extension.

B - Option Period 1 – From March 1, 2023 to February 29, 2024.



STREAM 1:

Description: Confined Space Training - as described in Annex A Statement of Work	All-inclusive firm rate <u>per participant</u> for a group of 8 -14 participants
	A
STREAM 1 sites (as listed in 5.0 Location of Work in Annex A Statement of Work)	\$

STREAM 2:

Description: Confined Space Training - as described in Annex A Statement of Work	All-inclusive firm rate per participant for a group of 8-14 participants
	A
STREAM 2 site (as listed in 5.0 Location of Work in Annex A Statement of Work)	\$

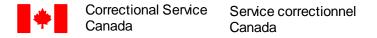
C – Option Period 2 – From <u>March 1, 2024 to February 28, 2025</u>.

STREAM 1:

Description: Confined Space Training - as described in Annex A Statement of Work	All-inclusive firm rate <u>per participant</u> for a group of 8 -14 participants
	A
STREAM 1 sites (as listed in 5.0 Location of Work in Annex A Statement of Work)	\$

STREAM 2:

Description: Confined Space Training - as described in Annex A Statement of Work	All-inclusive firm rate per participant for a group of 8-14 participants
	А
STREAM 2 site (as listed in 5.0 Location of Work in Annex A Statement of Work)	\$



4.0 Applicable Taxes

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

5.0 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-PRA4653

		-		
Government Gouvernemer	nt	Con	tract Number / Numéro du cont	rat
of Canada du Canada			21C80-21-3762881	
		Security (Classification / Classification de Unclassified	sécurité
			Unclassified	
		TS CHECK LIST (SP	CI)	
	ICATION DES EXIGENCI			
PART A - CONTRACT INFORMATION / PARTIE A	- INFORMATION CONTRA	CTUELLE		
 Originating Government Department or Organiza Ministère ou organisme gouvernemental d'origine 			or Directorate / Direction géné	rale ou Direction
3. a) Subcontract Number / Numéro du contrat de s		CORC	AN ontractor / Nom et adresse du s	ous-traitant
5. a) Subcontract Number / Numero du contrat de 3	5. b) N			ous-traitant
 Brief Description of Work / Brève description du t 				
Vocational Training for offenders - Confined Space Tra	lining			
	0			No Yes
5. a) Will the supplier require access to Controlled (Le fournisseur aura-t-il accès à des marchand				No Ves
5. b) Will the supplier require access to unclassified		at to the provisions of the 1	Fechnical Data Control	
Regulations?				Non Oui
Le fournisseur aura-t-il accès à des données t	echniques militaires non clas	sifiées qui sont assujetties	aux dispositions du Règlement	
sur le contrôle des données techniques? 6. Indicate the type of access required / Indiquer le	type d'accès requis			
6. a) Will the supplier and its employees require ac			or accote?	No Yes
Le fournisseur ainsi que les employées auront-i				Non Oui
(Specify the level of access using the chart in	Question 7. c)			
(Préciser le niveau d'accès en utilisant le table 6. b) Will the supplier and its employees (e.g. clean			d access areas? No access to	No Yes
PROTECTED and/or CLASSIFIED information		require access to restricte	d access areas? No access to	No Ves Non Voi
Le fournisseur et ses employés (p. ex. nettoye	urs, personnel d'entretien) au		s d'accès restreintes? L'accès	
à des renseignements ou à des biens PROTÉ 6. c) Is this a commercial courier or delivery require				No Yes
S'agit-il d'un contrat de messagerie ou de livra				Non Oui
7. a) Indicate the type of information that the suppli-			tion auquel le fournisseur devra	
N/A Canada	NATO / OTA		Foreign / Étranger	
7. b) Release restrictions / Restrictions relatives à la			i orongiri / Entangoi	
No release restrictions	All NATO countries		No release restrictions	
Aucune restriction relative N/A	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): / Pré		Specify country(ies): / Précis	
Specify country(les). / Preciser le(s) pays .	Specify country(les). / Fre	ciser ie(s) pays .	Specify country(les). / Precis	ser ie(s) pays .
7. c) Level of information / Niveau d'information				
PROTECTED A	NATO UNCLASSIFIED		PROTECTED A	
PROTÉGÉ A N/A	NATO NON CLASSIFIÉ		PROTÉGÉ A	
PROTECTED B	NATO RESTRICTED		PROTECTED B	
PROTÉGÉ B	NATO DIFFUSION REST		PROTÉGÉ B PROTECTED C	⊢
PROTÉGÉ C	NATO CONFIDENTIAL		PROTECTED C	
	NATO SECRET		CONFIDENTIAL	
CONFIDENTIEL	NATO SECRET		CONFIDENTIEL	
SECRET	COSMIC TOP SECRET		SECRET	
	COSMIC TRÈS SECRET		SECRET TOP SECRET	
			TRÈS SECRET	
TOP SECRET (SIGINT)			TOP SECRET (SIGINT)	
TRÈS SECRET (SIGINT)			TRÈS SECRET (SIGINT)	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité Unclassified

Canadä

Correctional Service	Service correctionnel
Canada	Canada

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*	Government Gouvernement Contract Number / Numéro du contrat of Canada du Canada 21C80-21-3762881								
			Security Classification / Classification de sécuri Unclassified						
PART A (con	tinued) / PARTIE /	A (suite)							
 Will the sup Le fourniss If Yes, indic 	plier require acces eur aura-t-il accès ate the level of ser	s to PROTECTED ar à des renseignement nsitivity:		C information or assets? désignés PROTÉGÉS et/o	ou CLASSIFIÉS?	No Yes Non Oui			
9. Will the sup	plier require acces		ve INFOSEC information of	r assets? de nature extrêmement de	élicate?	No Ves Non Oui			
Document	Number / Numéro								
			ERSONNEL (FOURNISSE veau de contrôle de la sécu						
~	RELIABILITY ST COTE DE FIABI		CONFIDENTIAL CONFIDENTIEL	SECRET SECRET		TOP SECRET TRÈS SECRET			
	TOP SECRET- TRÈS SECRET		NATO CONFIDENTIA NATO CONFIDENTIE			COSMIC TOP SECRET COSMIC TRÈS SECRET			
	SITE ACCESS ACCÈS AUX EN	IPLACEMENTS							
	Special commen Commentaires s								
	NOTE: If multiple REMARQUE : S	e levels of screening a ii plusieurs niveaux de	re identified, a Security Clas e contrôle de sécurité sont	sification Guide must be pro requis, un guide de classifi	vided. cation de la sécu	rité doit être fourni.			
	screened personne	el be used for portions				No Ves Non Oui			
		rsonnel be escorted? onnel en question ser	a-t-il escorté?			✓ No Yes Non Oui			
		PLIER) / PARTIE C - RENSEIGNEMENT	MESURES DE PROTECT	ION (FOURNISSEUR)					
				ASSIFIED information or a	ssets on its site o	or No Yes			
premise Le four CLASS	nisseur sera-t-il ten	u de recevoir et d'ent	reposer sur place des rens	eignements ou des biens F	PROTÉGÉS et/ou	J Non Oui			
			SEC information or assets' seignements ou des biens			No Yes Non Oui			
PRODUCTIO	ON								
occur at Les inst	t the supplier's site	or premises?	,	CTED and/or CLASSIFIED u réparation et/ou modificati		🖌 Non Oui			
INFORMATIO	ON TECHNOLOGY	(IT) MEDIA / SUP	PORT RELATIF À LA TEC	HNOLOGIE DE L'INFORM	ATION (TI)				
informa Le fourr	tion or data? hisseur sera-t-il tenu		systèmes informatiques pou	oduce or store PROTECTE		Non Oui			
Dispose				ernment department or ager seur et celui du ministère o		No Yes Non Oui			
TBS/SCT 35	50-103(2004/12)		Security Classification / C]	Canadä			



DSD-PRA4653

Government Gouvernement du Canada

*

Contract Number / Numéro du contrat	
21C80-21-3762881	
Security Classification / Classification de sécurité	
Unclassified	

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

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

Category PROTECTED CLASSIFIED NATO COMSEC																
Catégorie		OTÉC			ASSIFIÉ			10110								
	A	в	с	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP		PROTECTED TOP PROTÉGÉ CONFIDENTIAL SECRET SECRET			TOP SECRET	
N/A				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL		SECRET COSMIC TRÈS SECRET	A	в	с	CONFIDENTIEL		TRES SECRET
Information / Assets Renseignements / Biens																
Production																
IT Media / Support TI																
IT Link / Lien électronique																
12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? Image: No model La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? Image: No model If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification". Image: No model								Ye Ou								
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 docu La documenta														[✔ No Non	U Ye Ou
If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with																

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité Unclassified

Canadä



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 should 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 should be presented in this format:
 - a. Name;
 - b. Organization;
 - c. Current Phone Number; and
 - d. Email address if available

Canada asks the offeror to clearly indicate for which STREAM they are submitting their offer.	STREAM 1 sites : Confined Space Awareness
NOTE: Bidders can bid on one or both streams however, they must provide services at the institutions listed within the identified stream.	STREAM 2 site : Confined Space Awareness

Printed name

MANDATORY TECHNICAL CRITERIA

#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met
M1	Certification to instruct:		
	The Bidder must provide:		
	 the name(s) of its proposed resource(s) certified to instruct the *provincially recognized Confined Space Awareness course and for which Stream that they are proposing for service. current, valid documentation which demonstrates that the resource is certified to instruct the industry 		
	certified training, as defined under M1.		
	It is the bidder's responsibility to clearly show how the proposed resource(s) meets the certification to instruct. Failure to do so could result in your proposal being deemed non-responsive.		
	<u>* Provincially recognized</u> is defined as: Certified/recognized by a provincial or federal regulatory body such as WorkSafeBC, Industry Training Authority, trade school, college, university.		
M2	Proposed resource(s) experience:		
	The Bidder's proposed resource(s) must EACH have delivered a <u>minimum of five (5) courses</u> as a current certified instructor with experience being <u>within the</u> <u>last five (5) years</u> prior to the bid solicitation closing date.		
	To demonstrate the experience , the Bidder <u>must</u> provide for <u>EACH proposed resource</u> , details of the courses they have facilitated that include:		
	a) Client's name;		
	 b) Start and end date of each course facilitated (day/month/year) 		
	It is the bidder's responsibility to clearly show how the proposed resource(s) meet the above experience criteria. Failure to do so could result in your proposal being deemed non-responsive.		



ANNEX E – FACT SHEET FOR CONTRACTORS – Resuming program and service delivery in CSC institutions

What is CSC's plan to resume programs and services?

Resuming program and service delivery is essential to supporting CSC's legislated mandate. As restrictions related to COVID-19 begin to ease in regions across the country, CSC is working diligently to ensure the safe and gradual resumption of certain services and programs in federal institutions.

The timeline around reinstating any activities will vary across the country, informed by national, provincial and local circumstances and public health advice.

As resumption of activities unfold, CSC will closely monitor the situation within its institutions. At the sign of one case of transmission in a site, contractors will no longer be allowed entry in that site until the outbreak is contained through contact tracing, testing and isolation.

As these activities slowly resume, there are measures in place for those coming into the institutions detailed in this document.

What should I know before I return to an institution?

CSC is <u>actively screening</u> all persons entering CSC institutions. These measures are in place to ensure the safety of everyone in the institution and to limit the risk of infection from COVID-19.

Before coming to an institution, ask yourself the following questions:

- Are you feeling sick (a new cough, headache, weakness, fever, difficulty breathing, etc.)?
- Have you travelled outside Canada in the past 14 days?
- Have you provided care or had close contact with a person with COVID-19 without personal protection equipment?
- Are you coming from a community where there is a travel ban?
- Do you need to cross a provincial boundary and does public health in that province require you to self-isolate for 14 days?

If you answered yes to any of these questions, do not enter a CSC institution. Consult your local public health authorities as you may be required to self-isolate.

What should I know when I arrive at an institution?

You will have your temperature taken by a non-touch thermometer when you enter. If you register a temperature of 38°C or higher you will be required to sit at the entrance for fifteen minutes to allow your temperature to normalize. When fifteen minutes have passed, you will take a second temperature reading orally yourself using a disposable thermometer. If the second reading yields a result of 38°C or above, you will not be allowed to enter the operational site and will be instructed to return home immediately and contact your local public health authorities to seek testing for COVID-19.

What can I expect in an institution?

CSC is putting in place several measures to help prevent COVID-19 from entering the institutions and to control the spread if it does. The measures will vary based on the configuration of each location and the public health risk in each community.



You will be required to wear a mask on the premises at all times. We encourage you to bring your own, however if you arrive without one, CSC will provide one. You will also be required to clean and sanitize your hands at the main entrance and throughout the day as you move about the facility.

All offenders and staff have been provided masks to wear and are encouraged to respect the physical distancing of two meters. You will also be required to respect the same physical distancing.

We advise that you reach out to your CSC contact to find out what measures are in place in the specific institution you will be visiting.

Are there measures in place to keep me safe from COVID-19 while in an institution?

CSC is actively engaging experts on public health and infection prevention in response to the COVID-19 pandemic. In our institutions, we have put the following measures in place to limit the introduction of COVID-19 and reduce the spread of the virus:

- Active screening of all persons entering CSC institutions.
- Masks are being provided to all offenders and staff to wear. Contractors are also required to wear a mask, and will be provided with one if they do not have their own.
- Physical distancing of two meters is being enforced.
- Office doors will be kept open when possible for air circulation and shared offices will be disinfected between uses.
- Cleaning practices have been enhanced, including disinfecting common areas and highcontact surfaces.
- Shared equipment will be cleaned before and after each use.
- Hand sanitizer will be available to staff, inmates and contractors throughout the institution, including program spaces.

For group programming, groups will be significantly smaller, chairs will be spaced apart, everyone will be wearing masks, and session lengths may be shorter.

All sites will implement measures based on the layout of individual institutions and the status of the virus in each local area. Our top priority remains the health and safety of inmates, staff and all those entering our institutions.

Have more questions?

We advise that you reach out to your CSC contact for more information, including information regarding specific institutions.