

An advanced contract award notice (ACAN) is a public notice indicating to the supplier community that a department or agency intends to award a contract for goods, services or construction to a pre-identified supplier, thereby allowing other suppliers to signal their interest in bidding, by submitting a statement of capabilities. If no supplier submits a statement of capabilities that meets the requirements set out in the ACAN, on or before the closing date and time stated in the ACAN, the contracting officer may then proceed with the award to the pre-identified supplier.

## 1. Definition of the requirement:

### COVID-19 vaccination requirement

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. The supplier must complete the COVID-19 Vaccination Requirement Certification and provide it to the contracting Authority prior to contract award.

The Correctional Service Canada 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 Objectives:

As per the Commissioner's Directive 720 (Education Programs and Services for Inmates), when an inmate's grade level is below grade 12 or its provincial equivalent, education will be identified as a need in their Correctional Plan. Therefore, the specific objective related to this contract is to provide educational and library services to the inmates at **Springhill Institution**.

#### 1.2 Tasks/Performance Standards:

1. Performance Standards: The Contractor must ensure that the teachers and library technician understand and adhere to the following CSC policies, guidelines and procedures:
  - CSC's Mission Statement: [http://www.csc-scc.gc.ca/text/organi/organe01\\_e.shtml](http://www.csc-scc.gc.ca/text/organi/organe01_e.shtml)
  - CSC Policy (Commissioner Directives and Standard Operating Practices) and Legislation: [http://www.csc-scc.gc.ca/text/legislat\\_e.shtml](http://www.csc-scc.gc.ca/text/legislat_e.shtml)
  - Applicable Commissioner Directives below (copies are available upon request):
    - CD 350: Contracting
    - CD 568-1: Recording and Reporting of Security Incidents
    - CD 701: Information Sharing
    - CD 720: Education Programs and Services for Offenders
    - CD 730: Offender Program Assignments and Inmate Payments
    - CD 764: Access to Material and Live Entertainment
  - The Corrections and Conditional Release Act (CCRA): <http://laws.justice.gc.ca/en/C44.6/34022.html#rid-34239>

- Security briefing and workshops relevant to their duties including security procedures including but not limited to escorting offenders, preparing observation reports, tool control, the offender management system. Library technicians and teachers attending workshops requested by CSC, will be considered fulfilling their contracted duties.

2. The Contractor must ensure delivery of the following educational services:

- Adult basic education program (ABE)
  - ABE and Adapted ABE covers grade one (1) to grade twelve (12) and its curriculum is regulated by provincial ministries of education. Within ABE, there are four program levels, each of which corresponds to an inmate's functioning grade level. While there are some provincial differences, program levels are generally grouped as follows:
    - ABE Level I Academic Upgrading (grades 1-5 inclusively)
    - ABE Level II Academic Upgrading (grades 6-8 inclusively)
    - ABE Level III (grades 9-10)
    - ABE IV Academic Upgrading (grades 11-12 inclusively)
    - General Educational Development (GED)
- Educational programs leading to the Adult High School Diploma;
- Adapted ABE programs;
- Other education programs, pilot programs and curriculum requested by the Project Authority.
- Coordination of post-secondary pre-requisite courses and correspondence courses

The student-to-teacher ratios represent the number of actual students the teacher will be teaching on a daily basis. Students are assigned to classrooms either part-time or full-time. To meet this standard the teacher may have additional students assigned to the program to complement student absences and releases. Teachers must ensure the maximum teacher-student ratio (1:12 to 1:15) in their classroom is met at all times. Subject to the Project Authority's approval, ratios may be lower occasionally according to physical space, educational needs and operational needs.

Provide a total caseload ratio of twenty to twenty-five (20-25) students to one (1) teacher, based on: education program levels, combination of classroom students and independent studies' students, as designated by the Project Authority.

3. The Contractor must ensure that educational programs operate year-round and are sufficiently individualized to accommodate not only continuous entry and exit from the program or course, but could also include more than one level within a classroom.
4. The Contractor must ensure the following operational requirements are met:
  - Provide educational services between 08:00 and 16:00 hours with a one-hour lunch period. On occasion at the request of the Project Authority, services could be rendered outside of core business hours. Breaks will be agreed upon and directed by CSC institutional routine. CSC will establish student contact hours in the program;
  - Library hours may vary (evenings and weekends) based on the operational needs of the institution.

- **Provide a maximum of up to 185 days of service, unless otherwise stated, as and when required and amend services as instructed by the Contracting Authority;**
- Inform contracted staff that services will not be required on the following statutory holidays:
  - Canada Day
  - Civic Holiday in August
  - Labour Day
  - National Day of Truth and Reconciliation
  - Thanksgiving Day
  - Remembrance Day
  - Christmas Day
  - Boxing Day
  - New Year's Day
  - Good Friday
  - Easter Monday
  - Victoria Day

Closure of government facilities (i.e. lockdowns, weather related, and emergency operations):

At the Project Authority's discretion, the contracted staff may be required to provide related services (e.g. curriculum development and course preparation) during closure of government facilities.

- Provide services of **two (2) full-time teachers (1 bilingual and 1 English essential) - 35 hours per week / 7 hours per day / Monday to Friday AND one (1) Library Technician (English essential) - 30 hours/week.**
  - **One (1) of the teachers must be designated as Head Teacher to provide and ensure the services are rendered in both official languages.**
  - **The contractor must provide a qualified replacement teacher without delay in the event of absences of the bilingual Teacher to respect official languages' obligations and to provide the services at all times.**
  - **When a teacher is absent, a plan to combine classes must be put in place to ensure continuity of educational services to offenders.**
  - The **Head Teacher** must coordinate the schedules to ensure delivery of the following services:
    - Bilingual educational services at the intake center (Regional Reception Center);
    - Teach and facilitate independent studies (cell studies);
    - Participate in the Correctional Interventions Board (CIB) meetings as requested by the Project Authority;
    - Provide input to the CIB and Case Management teams on issues such as education levels and recommendations;
    - Maintain offender attendance at the required ratios;
    - Review all incoming offenders' education information and provide Parole Officers with data necessary to make referrals to Education programs;
    - Evaluate the offenders' educational needs, waitlists, suspensions;

- Administer and score the Canadian Adult Achievement Test and the “*Test de rendement pour francophones*”;
  - Offer educational counseling in both official languages;
  - Complete interim and final Program Performance Reports in both official languages;
  - Perform other related tasks to ensure proper operation of the school and the library.
- The **Library Technician** must:
    - Provide services to inmates in various units within the institution and agree to flexible work hours to meet the needs of the institution’s population;
    - Include the application of the Dewey Decimal system or another library computer-based program;
    - Coordinate trainings and inmate orientation as required;
    - Organize and implement special events and displays within the library setting including, but not limited to: Black History Month, National Nutrition Month, Canadian Red Cross month;
    - Recommend reading material for all cultural and visible minority groups within but not limited to but not limited to: African Canadian, Indigenous, Francophone;
    - Ensure similar library services to inmates who are temporarily residing at the Regional Reception Centre;
    - Submit reports, upon request from Project Authority or delegate, based on visitation statistics and circulation data;
    - Keep track of attendance and absences of inmates, and other data entry as required;
    - Register and notify readers with overdue library materials;
    - Supervise inmates who are assigned to work in the library and write work performance reports;
    - Photocopy legal documentation when requested;
    - Action requests for purchasing of magazines, newspapers, or other reading material and inmate subscriptions for approval and signing by the Project Authority;
    - Recommend purchasing for books and other office material or equipment to the Project Authority;
    - Supervise computer access to inmates in relation to questions on Acts and Regulations, CSC and government policies, and Institutional Standing Orders;
    - Complete observation reports as required when observing questionable or inappropriate behaviour as well as following an incident;

- Employ library management techniques and methods to ensure a clean environment and to protect and preserve library resources, including but not limited to books, shelving units, computers;
  - Make recommendations to the Program Manager for disposal of surplus library material in accordance with CSC National Guide for Institutional Libraries;
  - Organize materials and information to reflect professional library standards;
  - Support and promote the following: institutional programming, education, employment, social, ethnic, and cultural development, and information resources;
  - Maximize accessibility to all offenders and provide satellite collections to be refreshed on a monthly basis;
  - Ensure all materials within the library collection(s) contribute to CSC mandate, and are within policy and in good condition;
  - Ensure compliance with the policy on donated books;
  - Explain the proper use of the online data base;
  - Keep an updated inventory of all materials and books in the library;
  - Maintain basic collections as well as up-to-date copies of the following legal, regulatory and official documents in both official languages:
    - i. Canadian Charter of Rights and Freedoms
    - ii. Corrections and Conditional Release Act
    - iii. Transfer of Offenders Act
    - iv. Criminal Code of Canada
    - v. Canadian Human Rights Act
    - vi. Access to Information Act and appropriate access to request forms
    - vii. Privacy Act and appropriate access to request forms
    - viii. Info Source – Sources of Federal Government Information
    - ix. Official Languages Act
    - x. Standards for Judicial Review of Parole Eligibility
    - xi. Commissioner's Directives
    - xii. Standard Operating Practices except SOP's or parts thereof related to security matters
    - xiii. Regional Instructions for the region except orders or parts thereof related to security matters
    - xiv. Standing Orders for that institution, except orders or parts thereof related to security matters
    - xv. Publications produced by the Correctional Service of Canada regarding programs and services for Offenders.
5. On successful completion of any course provided through the delivery of this contract, the Contractor must provide the appropriate provincially recognized certification.
6. The Contractor agrees that all textbooks, teaching aids, or other materials prepared for, or developed expressly for this program and paid for by CSC will be the property of CSC.
7. The Contractor understands the following:

- The CIB assigns inmates to the program based on the current CSC student-to-teacher ratio and in a manner, which maximizes the use of the available training seats.
  - The CIB assigns inmates to the library assistant positions available in the institutional library and to the educational tutor positions available in the classroom. The Contractor must be prepared to work in cooperation with CSC to utilize inmate classroom assistants where and when appropriate. This shall include in classroom training and orientation of the inmate assistant by the contract teacher. The inmate assistant will not mark examinations, administer examinations or tests nor partake in disciplining of students.
  - Review all incoming inmates' education information and provide parole officers with data necessary to make referrals to Education programs via the CIB.
8. The Contractor must participate in meetings as requested by the Project Authority and must be available for on site supervision of employees, monitoring and coordinating visits relative to the education and library programs.
  9. The Contractor must ensure replacement substitute staff as required. Any changes in staff will require a review of the new staff's experience and qualifications. CSC may deny the services of new or replacement staff based on their experience and qualifications.
  10. The Contractor must participate in the yearly development of the educational plan.
  11. 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.
  12. 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).
  13. The Contractor must organize and invigilate General Educational Development (GED) testing in both official languages which may take place during the evening or during institutional operational hours at the medium and minimum sector;
  14. The Contractor must ensure at all times, that resources, services, and communication are available in both official languages;
  15. The Contractor must ensure, when forwarding information to all institutional staff, that communication is done via the Project Authority only;
  16. Contract staff attending workshops, requested by CSC, will be considered fulfilling their contracted duties and the Contractor will be paid;
  17. The Contractor must ensure that the following duties are performed by the Teachers:
    - Provide a comprehensive basic academic education program as stated in task #2;
    - Assess the academic needs and abilities of inmates academic evaluations;
    - Provide individualized instruction;
    - Develop individual educational plans;

- Assist in inventory control;
- Familiarize themselves with the nature and content of androgical 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 (including, but not limited to individualized learning, group learning, guests' presentations);
- Employ classroom management techniques and methods to ensure a clean environment and to protect and preserve the classroom resources (i.e. books, tools, equipment);
- Complete a daily visual search the respective area following each teaching or 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 or 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 cleaner in the classroom and in the library area according to CD-730 "Offender Program Assignment and Inmate Pay";
- Prepare and take steps to recognize significant cultural dates and months by providing presentations, collages, and other forms of visual reminders to staff and inmates throughout the classroom and the library;
- Cooperate with CSC management, staff, and other contractors.

### 1.3 Expected results:

The Contractor must ensure delivery of the following educational services:

- Adult basic education program (ABE)
  - ABE and Adapted ABE covers grade one (1) to grade twelve (12) and its curriculum is regulated by provincial ministries of education. Within ABE, there are four program levels, each of which corresponds to an inmate's functioning grade level. While there are some provincial differences, program levels are generally grouped as follows:
    - ABE Level I Academic Upgrading (grades 1-5 inclusively)
    - ABE Level II Academic Upgrading (grades 6-8 inclusively)
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    - ABE IV Academic Upgrading (grades 11-12 inclusively)
    - General Educational Development (GED)
- Educational programs leading to the Adult High School Diploma;
- Adapted ABE programs;

- Other education programs, pilot programs and curriculum requested by the Project Authority.
- Coordination of post-secondary pre-requisite courses and correspondence courses

#### 1.4 Deliverables:

##### 1.4.1 The Contractor must provide the following services:

- Contract teachers and the Library Technician must 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.
- Each contract teacher and Library Technician must establish program assignment objectives for every student enrolled in the program or work assignment utilizing the individual's correctional plan as a guide and must enter the objectives into the Offender Management System (OMS).
- Each contract teacher and Library Technician must assess the performance of students in the program at least once every 180 days and must enter the assessment in to OMS. Final assessments must also be completed when the assignment ends.
- Each contract teacher must respect CSC's guidelines and policies when writing reports (i.e. including Indigenous Social History factors when applicable).
- Upon request by the Project Authority, the Contractor must provide a data report with information that includes, but is not limited to, the following:
  - i. Names of each offender with an identified educational need.
  - 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 course
  - iv. The number of inmates who started but did not complete courses;
  - v. The number of inmates remaining in the course;
  - 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).
- Each contract teacher and library technician must complete and enter in OMS information that includes, but is not limited to: education reports, casework records, officer statements, observation reports, for inmates under their supervision as indicated in the policy.
- Each contract teacher must complete Collateral Feedback Reports on inmate students in their class that are simultaneously participating in Integrated Correctional Program Modules (ICPM).
- Each contract teacher must ensure accurate data of educational courses completions is entered in the OMS immediately or before the end of the business day;



- The Contractor or a designated contract teacher must ensure these reports are completed when required in OMS, respecting established timeframes (CD 730) and must notify the Chief of Education for quality reviewing purposes and locking.
- The Contractor must 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.
- Each contract teacher and Library Technician must contribute to the pay evaluation for offenders in their program as indicated in their individual Correctional Plan and as outlined in CD 730 "Inmate Program Assignment and Pay"

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

### **Pandemic Measures**

- Equipment must be disinfected before and after each use by the Contract Teachers. CSC will supply cleaning materials.
- Social distancing must be respected at all times. All CSC staff, the Contract Teachers 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 inmates may vary in order to keep a safe physical distance according to CSC policies.
- The number of inmates per course will recommence to a maximum number of fifteen (15) inmate per course once the COVID-19 or other pandemic mitigation strategies are adjusted.

#### **1.4.2 Paper consumption:**

- a. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Project Authority.
- b. The Contractor must ensure printed material is on paper with a minimum recycled content of 30% and/or certified as originating from a sustainably managed forest.
- c. The Contractor must recycle unneeded printed documents (in accordance with Security Requirements).

#### **1.5 Constraints:**

### 1.5.1 Location of work:

a. The Contractor must perform the work at the Springhill Institution located at:

Springhill Institution  
330 McGee Street  
Springhill, NS B0M 1X0

b. Travel

- Due to COVID-19 or other pandemic situations, the number of inmates may vary in order to keep a safe physical distance according to CSC policies.
- The number of inmates per course will recommence to a maximum number of fifteen (15) inmate per course once the COVID-19 or other pandemic mitigation strategies are adjusted.

### 1.5.2 Language of Work:

The contractor must perform all work in English and French.

### 1.5.3 Security Requirements:

This contract includes the following security requirements:

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, **PWGSC**. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the CSP, PWGSC, the Contractor personnel MAY NOT ENTER sites without an escort.
3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, **PWGSC**.
5. The Contractor/Offeror must comply with the provisions of the:
  - a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
  - b) *Contract Security Manual* (Latest Edition).

## 2. Criteria for assessment of the statement of capabilities (minimum essential requirements):

Any interested supplier must demonstrate by way of a statement of capabilities that it meets the following requirements:

- The supplier must demonstrate that it can provide the following qualified staff:
  - Minimum of two (2) teachers (one (1) bilingual and one (1) english). One of these two teachers must be designated as Head teacher.
- AND
- One(1) Library Technician (English)

Academic qualifications:

Library Technician:

Must provide proof of graduation with a degree from a recognized post secondary institution with a specialization in the field of library science, library technology, sociology, education, criminology, criminal justice or in any other field relevant to the work to be performed;

OR

Must have the following acceptable combination of education training and experience:  
has previously worked or is currently working in a public or correctional library;

OR

has previously worked or is currently working in a field related to the ones specified above.

The degree must have been obtained from a recognized Canadian university, college or high school, or the equivalent as established by a recognized Canadian academic credentials assessment service, if obtained outside Canada.

The list of recognized organizations can be found under the Canadian Information Centre for International Credentials web site.

Professional designation, accreditation and/or certification:

The supplier must provide the Teachers valid teaching certificates, issued by the Nova Scotia Teachers' Certification Office for all proposed teachers.

### **3. Applicability of the trade agreement(s) to the procurement**

This procurement is subject to the following trade agreement(s):

Canada Chile Free Trade Agreement (CCFTA);

Canadian Free Trade Agreement (CFTA);

The procedural requirements of the other international trade agreements will be fulfilled following compliance to the procedural requirements of CFTA, CCFTA and/or WTO-AGP.

### **4. Set-aside under the Procurement Strategy for Indigenous Business**

This procurement is not subject to any set-asides for Indigenous Suppliers.

## **5. Comprehensive Land Claims Agreement(s)**

This procurement is not subject to a Comprehensive Land Claims Agreement.

## **6. Justification for the Pre-Identified Supplier**

There is a limited number of suppliers available to provide education services to meet the education needs of inmates at Springhill Institution.

The pre-identified supplier meets all of the minimum essential requirements described in this ACAN.

## **7. Government Contracts Regulations Exception(s)**

The following exception to the Government Contracts Regulations is invoked for this procurement under subsection:

(a) only one person is capable of performing the contract.

## **8. Exclusions and/or Limited Tendering Reasons**

The following exclusion(s) and/or limited tendering reasons are invoked under the section of the trade agreement(s) specified:

### **Canada Chile Free Trade Agreement (CCFTA) Article Kbis-09:**

a. in the absence of tenders in response to an open tendering procedure, or where tenders submitted have resulted from collusion under domestic law, or do not conform to the essential requirements in the tender documentation provided in a prior invitation to tender, including any conditions for participation, on condition that the requirements of the initial procurement are not substantially modified in the contract as awarded;

### **Canadian Free Trade Agreement (CFTA), Article 513**

- (a) If:
- (i) no tenders were submitted or no suppliers requested participation;
  - (ii) no tenders that conform to the essential requirements of the tender documentation were submitted;
  - (iii) suppliers satisfy the conditions for participation; or
  - (iv) the submitted tenders were collusive.

## **9. Ownership of Intellectual Property**

There are no intellectual property terms in the contract.

## **10. Period of the proposed contract or delivery date**

The proposed contract is for a period of **37 weeks**, from March 21, 2022 to December 2, 2022.

## **11. Cost estimate of the proposed contract**

The estimated value of the contract, including option(s), is \$211,920.00 (GST/HST extra).

## **12. Name and address of the pre-identified supplier**

Name: New Brunswick Community College  
Address: 284 Smythes Street, Fredericton, NB, E3B 3C9

## **13. Suppliers' right to submit a statement of capabilities**

Suppliers who consider themselves fully qualified and available to provide the goods, services or

construction services described in the ACAN, may submit a statement of capabilities in writing to the contact person identified in this notice on or before the closing date and time of this notice. The statement of capabilities must clearly demonstrate how the supplier meets the advertised requirements.

**14. Closing date and time for a submission of a statement of capabilities**

The closing date and time for accepting statements of capabilities is March 17, 2022 at 2:00 PM (ADT)

**15. Inquiries and submission of statements of capabilities**

Inquiries and statement of capabilities are to be directed to:

***Matthew Couture, Regional Contract Officer***  
***1045 Main St, Moncton NB***  
**Telephone: 506-378-8730**  
**E-mail: [matthew.couture@csc-scc.gc.ca](mailto:matthew.couture@csc-scc.gc.ca)**