



RETURN BIDS TO :
RETOURNER LES SOUMISSIONS À :
 Bid Receiving - Réception des soumissions:

801BidSubmissions@csc-scc.gc.ca
 Att: Amber Hupper

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

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

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

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

Comments — Commentaires :

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

Vendor/Firm Name and Address —
Raison sociale et adresse du fournisseur/de l'entrepreneur :

Telephone # — N° de Téléphone : _____

Fax # — No de télécopieur : _____

Email / Courriel : _____

GST # or SIN or Business # — N° de TPS
 ou NAS ou N° d'entreprise : _____

| | |
|--|---|
| Title — Sujet: Accommodation – Correctional Training Program | |
| Solicitation No. — N° de l'invitation 21802-22-0042 | Date: 2022-06-30 |
| Client Reference No. — N° de Référence du Client | |
| GETS Reference No. — N° de Référence de SEAG PW-22-01000335 | |
| Solicitation Closes — L'invitation prend fin at / à : 2 : 00 PM Pacific Daylight Time on / le : August 2, 2022 | |
| F.O.B. — F.A.B. Plant – Usine: _____ Destination: _____ Other- Autre: _____ | |
| Address Enquiries to — Soumettre toutes questions à: 801BidSubmissions@csc-scc.gc.ca | |
| Telephone No. – N° de téléphone: 236-380-1379 | Fax No. – N° de télécopieur: 604-870-2444 |
| Destination of Goods, Services and Construction: Destination des biens, services et construction: See Herein | |
| Instructions: See Herein Instructions : Voir aux présentes | |
| Delivery Required — Livraison exigée : See herein | Delivery Offered – Livraison proposée : Voir aux présentes |
| 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 |
| Signature | Date |
| (Sign and return cover page with bid proposal / Signer et retourner la page de couverture avec la proposition) | |



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PART 1 - GENERAL INFORMATION

1. Statement of Work

The Work to be performed is detailed under **Annex A** of the resulting contract clauses.

2. Revision of Departmental Name

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

3. Debriefings

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

4. Procurement Ombudsman

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



PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

The 2003 (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: sixty (60) days

Insert: one hundred twenty(120) days

2. Submission of Bids

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

Section 06 Late bids of 2003 Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: Section 06 in its entirety.

Insert: 06 Late bids:

For bids submitted by email, Canada will delete bids delivered after the stipulated solicitation closing date and time. Canada will keep records documenting receipt of late bids by email.

Section 07 Delayed bids of 2003 Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: Section 07 in its entirety.

Insert: 07 Delayed bids:

Canada will not accept any delayed bids.

Section 08 Transmission by facsimile or by E-Post Connect of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: Section 08 in its entirety.

Insert: 08 Transmission by email

- a. Unless specified otherwise in the solicitation, Bidders must submit their bid to the CSC bid submission email address indicated on page 1 of the bid solicitation document. This email address is the only acceptable email address for Bidders to submit their bid in response to this bid solicitation.
- b. Bidders may transmit their bid at any time prior to the solicitation closing date and time.



- c. Bidders should include the bid solicitation number in the subject field of their email.
- d. Canada will not be responsible for any failure attributable to the transmission or receipt of the bid by email including, but not limited to, the following:
 - i. Receipt of a garbled, corrupted or incomplete bid;
 - ii. Availability or condition of the email service;
 - iii. Incompatibility between the sending and receiving equipment;
 - iv. Delay in transmission or receipt of the bid;
 - v. Failure of the Bidder to properly identify the bid;
 - vi. Illegibility of the bid;
 - vii. Security of bid data;
 - viii. Failure of the Bidder to send the bid to the correct email address;
 - ix. Connectivity issues; or
 - x. Email attachments that are blocked or not received even though the Bidder's email has been successfully delivered.
- e. CSC will send an acknowledgement of receipt of the Bidder's email by email from the email address provided for the submission of bids. This acknowledgement will confirm only the receipt of the Bidder's email and will not confirm if all of the Bidder's email attachments have been received, may be opened nor if their contents are readable. CSC will not respond to follow-up emails from Bidders requesting confirmation of attachments.
- f. Bidders must ensure they are using the correct email address for bid submission and should not rely on the accuracy of copying and pasting the email address from the solicitation document cover page.
- g. A bid transmitted by a Bidder to the CSC submission email address constitutes the Bidder's formal bid, and must be submitted in accordance with section 05 of 2003, Standard Instructions – Goods or Services – Competitive Requirements.
- h. Bidders are to note that CSC's email system has a limit of 10 MB per single email message. CSC's email system will reject emails with the following attachments: batch files, executable files, and image files in the following formats: JPEG, GIF, TIFF. Canada will not accept encrypted emails or emails that include attachments with passwords.

Section 09 Customs clearance of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is deleted in its entirety.

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

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

3. Former Public Servants

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



provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant;



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

4. Enquiries – Bid Solicitation

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

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

5. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **British Columbia**.

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



PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

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

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

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

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

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

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

- 1) Include all environmental certification(s) relevant to your organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.); and
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g. Forest Stewardship Council (FSC), ENERGYSTAR, etc.).

2. Section I: Technical Bid

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

3. Section II: Financial Bid

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

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

3.1 Exchange Rate Fluctuation

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

4. Section III: Certifications

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



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

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

1.2 Financial Evaluation

SACC Manual Clause A0220T (2008-12-02), Evaluation of Price - Bid

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

2. Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract



PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

1. Certifications Precedent to Contract Award and Additional Information

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

1.1 Integrity Provisions – Declaration of Convicted Offenses

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

1.2 Integrity Provisions – Required documentation



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

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

List of Names:

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

OR

The Bidder is a partnership

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

1.3 Federal Contractors Program for Employment Equity - Bid Certification

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

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

1.4 Status and Availability of Resources

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

1.6 Language Requirements - English

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

1.7 Education and Experience

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



1.8 Certification:

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



[Delete this title and the following sentence at contract award.]

PART 6 - RESULTING CONTRACT CLAUSES

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

1. Security Requirement

There is no security requirement applicable to this Contract.

2. Statement of Work

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

3. Standard Clauses and Conditions

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

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

3.1 General Conditions

2010B (2022-01-28), General Conditions - Professional Services (Medium Complexity), apply to and form part of the Contract.

4013 (2021-11-29) – Compliance with On-Site Measures, Standing Orders, Policies, and Rules – apply to and form part of the contract

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

3.2 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - a. The name, qualifications and experience of the proposed replacement; and
 - b. Proof that the proposed replacement has the required security clearance granted by Canada, if applicable.



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

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from **August 28, 2022 to April 6, 2023** inclusive.

4.2 Option to Extend the Contract

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

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

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Amber Hupper
Title: Contracting & Procurement Officer
Correctional Service Canada
Branch/Directorate: Regional Headquarters
Telephone: 236-380-1379
Facsimile: 604-870-2444
E-mail address: amber.hupper@csc-scc.gc.ca

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

5.2 Project Authority

The Project Authority for the Contract is:

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



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

[Fill in at contract award only.]

5.3 Contractor's Representative

The Authorized Contractor's Representative is:

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

6. Payment

6.1 Basis of Payment

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in annex B, to a limitation of expenditure of \$ _____. Customs duties are excluded and Applicable Taxes are extra.

6.2 Limitation of Expenditure

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

whichever comes first.

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

6.3 Multiple Payments

Canada will pay the Contractor upon completion and delivery of units 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.

6.4 SACC Manual Clauses

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

6.5 Travel and Living Expenses

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

7. Invoicing Instructions

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

8. Certifications and Additional Information

8.1 Compliance

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

9. Applicable Laws

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

10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the General Conditions 2010B (2022-01-28), General Conditions - Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____ (to be inserted at contract award)



11. 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.

12. Liability

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

13. Ownership Control

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

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

14. Closure of Government Facilities

- 14.1 Contractor personnel are employees of the Contractor and are paid by the Contractor on the basis of services rendered. Where the Contractor or the Contractor's employees are providing services on government premises pursuant to this Contract and the said premises become non accessible due to evacuation or closure of government facilities, and consequently no Work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of closure.
- 14.2 Contractors working at CSC sites should be aware that they may be faced with delay or refusal of entry to certain areas at certain times even if prior arrangements for access may have been made. Contractors are advised to call in advance of travel to ensure that planned access is still available.



15. Tuberculosis Testing

- 15.1 It is a condition of this contract that the Contractor or any employees of the Contractor who require entry into a Correctional Service of Canada Institution to fulfill the conditions of the contract may, at the sole discretion of the Warden, be required to provide proof of and results of a recent tuberculin test for the purpose of determining their TB infection status.
- 15.2 Failure to provide proof of and results of a tuberculin test may result in the termination of the contract.
- 15.3 All costs related to such testing will be at the sole expense of the Contractor.

16. Compliance with CSC Policies

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

17. Health and Labour Conditions

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

18. Identification Protocol Responsibilities

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

- 18.1 During the performance of any Work at a Government of Canada site, the Contractor and each Contractor Representative must be clearly identified as such at all times;
- 18.2 During attendance at any meeting, the Contractor or Contractor Representatives must identify themselves as such to all meeting participants;
- 18.3 If the Contractor or a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly



identify themselves as the Contractor or an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under the e-mail account Properties. This identification protocol must also be used in all other correspondence, communication, and documentation; and

18.4 If Canada determines that the Contractor is not complying with any of the obligations stated in this article, Canada will advise the Contractor and request that the Contractor implement, without delay, appropriate corrective measures to eliminate recurrence of the problem.

19. Dispute Resolution Services

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

20. Contract Administration

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

21. Privacy

21.1 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.

21.2 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.

22. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive



disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

23. Information Guide for Contractors

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



ANNEX A – STATEMENT OF WORK

BACKGROUND:

Correctional Service Canada (CSC) Learning and Development is planning two (2) Correctional Training Programs (CTP) in the Pacific Region for fiscal year 2022-23. They will be delivered to a maximum of twenty (20) recruits. Each CTP has a duration of approximately three (3) months. The number of recruits may decrease, by an average of 16%, over the CTP delivery.

CSC may hold a third CTP group, as an option period on the Contract, to be exercised at CSC's discretion.

GENERAL REQUIREMENT

The Contractor must:

- Provide accommodation **and breakfast meals** for two (2) CTP groups for the following dates:
 1. August 30, 2022 to December 8, 2022;
 - Up to twenty (20) single rooms for up to twenty (20) recruits including daily breakfast for each recruit;
 - **Check-out will be December 8, 2022.
 2. January 1, 2023 to April 5, 2023 ;
 - Up to twenty (20) single rooms for up to twenty (20) recruits including daily breakfast for each recruit;
 - **Check-out will be April 5, 2023.

**Check-out day may be the day prior to the expected date; CSC will notify the Contractor will be notified of each recruit's check-out date one week in advance.

The Contractor must provide accommodation for two (2) CTP groups:

- The Contractor's facilities must be located within twenty (20) kilometers of #103 – 30585B Progressive Way, Abbotsford, BC V2T 6W3;
- The Contractor must provide breakfast to each recruit seven (7) days a week;
- The Contractor must allow CSC to give a minimum of twenty-four (24) hours notice to cancel room (s) and meal(s) as necessary, should CSC cancel the CTP, a recruit be unsuccessful, or both for the duration of the training program;
- The Contractor must designate an on-site Point of Contact (POC), proficient in English to provide customer service on a twenty-four (24) hour basis, seven (7) days per week;
- The Contractor must provide early check-in and late check-out as required to accommodate travel times, changes or both. If not feasible, in lieu of early-in or late-check-out, the Contractor must provide a luggage storage area upon request.

PANDEMIC REQUIREMENTS

- The Contractor must provide a point of contact (POC) to oversee and liaise with CSC and Health Authorities to respond to COVID-19 related issues;
- The Contractor must provide information for contact tracing purposes to CSC and Health Authorities;



- In the event that one or more recruits are required by the Health Authority to self-isolate due to COVID-19 and cannot travel home:
 - The Contractor must provide accommodation that allows for isolation.
 - During this time, the contractor must provide breakfast to the recruits' rooms;
 - The Contractor must provide cleaning services, including room linen and towels for the recruits who are isolating;
 - Should the self-isolation timelines require a recruit to remain beyond the CTP completion date, the Contractor must notify CSC of the additional charges as soon as possible.
- Should an outbreak occur at the accommodation location, the Contractor must have protocols in place as per Health Authority guidelines;

ACCOMMODATION REQUIREMENTS (PER ROOM)

The Contractor must provide single occupancy rooms with the following minimum features:

- A private washroom with a minimum of one toilet, sink and shower and include shampoo and soap;
- A mini-refrigerator, coffee maker (with complimentary in-room coffee and tea), and microwave;
- A double size bed, desk with chair, alarm clock, a closet and a television with free local channels;
- Free Wireless High-Speed Internet;
- Free local calls;
- An Iron and ironing board;
- Cleaning services three (3) days per week per room, with replacement of dirty towels as necessary;
- Sufficient linens such as bedding, towels, pillows and other linens as required for each recruit;
- Minimum of one (1) weekly linen exchange;
- On-site laundry facilities (self serve);
- Toiletries and amenities (including but not limited to: towels, shampoo and conditioner, soap, hairdryer) that are cleaned or replenished, as applicable, on an as needed basis.

ACCOMMODATION CONSTRAINTS

- The Contractor must not relocate recruits to another room during their stay unless it becomes necessary because of a maintenance issue. The Contractor must notify CSC when relocation is necessary and the reasons why.
- **Any additional room charges incurred will be the responsibility of the recruit.** This includes, but is not limited to, the following:
 1. items such as mini bar contents, snack items, long distance telephone calls and television specialty channels;
 2. damage to the room;
 3. loss or damage to the room contents;
 4. Newspapers and other complimentary items;
 5. Any other amenities and services not covered by this agreement that CSC has not approved in advance.



FACILITY REQUIREMENTS (GENERAL)

The Contractor must provide, at a minimum:

- Parking included in the recruits' room rate for the entire stay;
- Laundry Facilities: Common self-serve (user-pay) laundry facilities on-site and accessible 24/7 that accommodate the number of recruits;
- Provide access to gym, health facility / weight room or pool or both, free of charge unless such activities and access are precluded due to Health Authority directions for pandemic response.

BREAKFAST MEAL REQUIREMENTS

- The Contractor must provide breakfast and dining facilities that can accommodate all recruits simultaneously in one seating, while respecting social distancing measures, for when recruits are not at the training location.
- Should Public Health protocols not allow for dining in a group, the contractor must provide a service where the breakfast meal can either be delivered to the recruits rooms or brought to an area where recruits can pick them up while adhering to social distancing and Public Health protocols.
- Contractor must supply hot breakfast items, as part of their daily/weekly menu.
- At CSC's request, the Contractor must be able to accommodate special dietary and allergy needs; CSC will provide this information a minimum of 7 days prior to the recruit's start date.
- The Contractor must make every reasonable effort to permit the observance of religious practices by individual members.
- The Contractor must provide, a list of menu food items to the CSC point of contact (POC) on request.

BREAKFAST

- Monday to Friday (Statutory holidays excluded): Breakfast between 6:00am - 7:00am;
 - Saturday, Sunday & Statutory Holidays: Breakfast between 7:00a – 9:00am
-
- The Contractor must allow CSC to opt out of any or all meal provisions with a minimum of 7 days notice.
 - The Contractor must provide a separate, private area, for an outside meal contractor to deliver the lunch and dinner meals to. This area needs to be in such a location that the recruits are able to pick up the meals at their own (timely) leisure.



ANNEX B – Proposed Basis of Payment

Bidders: Please use this full document for financial bid submission.

1.0 Contract Period

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

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

Accommodation (including breakfast):

| CTP Period: | Max Number of recruits | # of Days: | Firm Daily Rate per recruit (includes breakfast): | Total (# of recruits x days x daily rate) |
|--|-------------------------------|-------------------|--|--|
| CTP group 1: August 30, 2022 to December 8, 2022 | 20 | 101 | \$ | \$ |
| CTP group 2: January 1, 2023 to April 5, 2023 | 20 | 95 | \$ | \$ |
| Municipal & Regional District Tax: Duration of Contract term | | | 3% (per day per recruit) | \$ |
| | | | Total: | \$ |

2.0 Options to Extend the Contract Period:

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

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



2.1 Contract Period: April 7, 2023 to October 6, 2023:

Accommodation (including breakfast)

| CTP Period: | Max Number of recruits | # of Days: | Firm Daily Rate per recruit (includes breakfast): | Total (# of recruits x days x daily rate) |
|--|-------------------------------|-------------------|--|--|
| CTP group 3*: Dates to be determined | 20 | 101 | \$ | \$ |
| Municipal & Regional District Tax: Duration of Contract term | | | 3% (per day per recruit) | |
| | | | Total: | \$ |

*exact dates for the CTP group 3 have not yet been identified – dates to be agreed upon by Contractor and Project Authority at time of option year renewal if required.

3.0 Applicable Taxes

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

4.0 Electronic Payment of Invoices - Bid

Canada requests that Bidders 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 Bidder 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 - Evaluation Criteria

1.0 Technical Evaluation:

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

- Mandatory Technical Criteria

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

- 1.2 LISTING EXPERIENCE WITHOUT PROVIDING ANY SUBSTANTIATING DATA TO SUPPORT WHERE, WHEN AND HOW SUCH EXPERIENCE WAS OBTAINED WILL RESULT IN THE STATED EXPERIENCE NOT BEING CONSIDERED FOR EVALUATION PURPOSES.
- 1.3 All experience must be strictly work-related. Time spent during education and/or training will not be considered, unless otherwise indicated.
- 1.4 Experience must be demonstrated through a history of past projects, either completed or on-going.
- 1.5 References must be provided for each project/employment experience.
 - I. Where the stated experience was acquired within a Canadian Federal Government Department or Agency **as a Public Servant**, the reference must be a Public Servant who had a supervisory role over the proposed resource during the stated employment.
 - II. Where the stated experience was acquired within a Canadian Federal Government Department or Agency **as a consultant**, the reference must be the Public Servant who was identified as the Project Authority of the project on which the proposed resource acquired the experience.
 - III. References must be presented in this format:
 - a. Name;
 - b. Organization;
 - c. Current Phone Number; and
 - d. Email address if available

1.6 Response Format

- I. In order to facilitate evaluation of proposals, it is recommended that bidders' proposals address the mandatory criteria in the order in which they appear in the Evaluation Criteria and using the numbering outlined.
- II. Bidders are also advised that the month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.
- III. For any requirements that specify a particular time period (e.g., 2 years) of work experience, CSC will disregard any information about experience if the technical bid does not include the required month and year for the start date and end date of the experience claimed.



- IV. CSC will also only evaluate the duration that the resource actually worked on a project or projects (from the start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.

MANDATORY TECHNICAL CRITERIA –

| # | Mandatory Technical Criteria | Bidder Response Description (include location in bid) | Met/Not Met |
|----|--|---|-------------|
| M1 | <p>The Bidder must clearly demonstrate that its proposed accommodations are located no more than twenty (20) kilometres of the Correctional Learning & Development centre which is located at #103 – 30585B Progressive Way, Abbotsford BC.</p> <p>In order to meet this requirement the bidder must provide a map that demonstrates that the accommodations are located no more than twenty (20) driving kilometers of the Correctional Learning & Development Centre</p> | | |
| M2 | <p>The Bidder must clearly demonstrate that it is capable of providing an onsite fitness facility.</p> <p>In order to meet this requirement, the Bidder must provide a brochure or a detailed description that clearly demonstrates an onsite fitness facility.</p> | | |
| M3 | <p>The Bidder must clearly demonstrate that it is capable of providing on-site, self-service laundry facilities.</p> <p>In order to meet this requirement, the Bidder must provide a detailed description of it's laundry facilities.</p> | | |
| M4 | <p>The Bidder must clearly demonstrate that it is capable of providing parking for a minimum of twenty (20) vehicles for each CTP group.</p> | | |



| # | Mandatory Technical Criteria | Bidder Response Description (include location in bid) | Met/Not Met |
|----|---|---|-------------|
| | In order to meet this requirement, the Bidder must provide a description of its parking lot. | | |
| M5 | <p>The bidder must clearly demonstrate that its proposed facility offers all of the following for each room:</p> <ul style="list-style-type: none">• A private washroom with a minimum of toilet, sink and shower and include shampoo and soap;• A mini-refrigerator, coffee maker (with complimentary in-room coffee and tea), and microwave;• A double size bed, desk with chair, alarm clock, a closet and a television with free local channels;• Free Wireless High-Speed Internet;• Free local calls;• An Iron & ironing board;• cleaning services three times per week per room and replacement of towels and amenities as necessary;• Sufficient linens such as bedding, towels, pillows and other linens as required for each recruit;• Minimum of one (1) weekly linen exchange;• On-site laundry facilities (self serve);• Toiletries and amenities (ie. towels, shampoo/conditioner, soap, hairdryer, etc.) that are either cleaned and or replenished on an as needed basis. <p>In order to meet this requirement, the Bidder must provide a brochure or detailed description.</p> | | |



| # | Mandatory Technical Criteria | Bidder Response Description (include location in bid) | Met/Not Met |
|----|--|---|-------------|
| M6 | <p>The Bidder must clearly demonstrate that its facility offers on-site high-speed internet service that is wireless and accessible throughout common areas, including guest rooms and conference rooms.</p> <p>In order to meet this requirement the Bidder must provide a description of its on-site internet service.</p> | | |