



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

Gen-Atl-bidsubmission-soumission@csc-scc.gc.ca

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

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

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

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

**Comments — Commentaires :**

“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 : \_\_\_\_\_

<b>Title — Sujet:</b> Education and Library Services- Springhill Institution	
<b>Solicitation No. — N°. de l'invitation</b> 21208-23-4140546	<b>Date:</b> July 15, 2022
<b>Client Reference No. — N°. de Référence du Client</b> 21208-23-4140546	
<b>GETS Reference No. — N°. de Référence de SEAG</b> PW-22-01001504	
<b>Solicitation Closes — L'invitation prend fin</b> at / à : 2 :00 PM ADT – 14 :00 HAA on / le : August 19, 2022 – le 19 août 2022	
<b>F.O.B. — F.A.B.</b> Plant – Usine: _____ Destination: _____ Other-Autre: _____	
<b>Address Enquiries to — Soumettre toutes questions à:</b>  Matthew Couture, Regional Contract Officer Matthew.couture@csc-scc.gc.ca	
<b>Telephone No. – N° de téléphone:</b>  506-378-8730	<b>Fax No. – N° de télécopieur:</b>
<b>Destination of Goods, Services and Construction:</b> <b>Destination des biens, services et construction:</b> Springhill Institution 330 McGee St Springhill, NS B0M 1X0	
<b>Instructions: See Herein</b> <b>Instructions : Voir aux présentes</b>	
<b>Delivery Required — Livraison exigée :</b> See herein	<b>Delivery Offered – Livraison proposée :</b> Voir aux présentes
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>Nom et titre du signataire autorisé du fournisseur/de l'entrepreneur</b>	
<b>Name / Nom</b>	<b>Title / Titre</b>
<b>Signature</b>	<b>Date</b>
(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. Security Requirement**

1.1 Before award of a contract, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirement as indicated in Part 6 - Resulting Contract Clauses;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

1.2 Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

1.3 For additional information on security requirements, Bidders should refer to the Contract Security Program (CSP) of Public Works and Government Services Canada website.

1.4 Bidders should complete the Contract Security Program – Application for Registration – Form (AFR), at Annex G, and submit it with their bid but may submit it afterwards. If the AFR 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 AFR within the time frame provided will render the bid non-responsive.

### **2. Statement of Work**

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

### **3. 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.

### **4. 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.

### **5. 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



Correctional Service Canada    Service correctionnel Canada

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 Nova Scotia.

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.

##### **1.1.2 Point Rated Technical Criteria**

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

#### **1.2 Financial Evaluation**

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

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

**Note to Bidders:** Table Totals will be calculated using the formula(s) in the relevant table in **Annex B – Proposed Basis of Payment**.

### **2. Basis of Selection**

- 1. To be declared responsive, a bid must;
  - a. Comply with all the requirements of the bid solicitation; and
  - b. Meet all mandatory technical evaluation criteria; and
  - c. Obtain the required minimum of 36 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 60 points.
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

### **3. Insurance Requirements**

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in article 11 of **PART 6 – RESULTING CONTRACT CLAUSES**.



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



## PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 1. Certifications Precedent to Contract Award and Additional Information

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

#### 1.1 Integrity Provisions – Declaration of Convicted Offenses

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



## 1.2 Integrity Provisions – Required documentation

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

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

List of Names:

_____	_____
_____	_____
_____	_____
_____	_____

**OR**

- The Bidder is a partnership

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

## 1.3 Federal Contractors Program for Employment Equity - Bid Certification

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

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

## 1.4 Status and Availability of Resources

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

## 1.5 Language Requirements - English and Bilingual Essential

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. In addition, the individual proposed for the bilingual essential position must be fluent in both official languages of Canada (French and English). The individual proposed for the bilingual essential position must be able to communicate orally and in writing in French and English without any assistance and with minimal errors.



## **1.6 Education and Experience**

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

## **1.7 Certification:**

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



## PART 6 - RESULTING CONTRACT CLAUSES

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

### 1. Security Requirement

1.1 The following security requirements (SRCL and related clauses provided by PWGSC CSP) apply to and form part of the Contract.

#### SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

##### PWGSC FILE No. 21208-23-4140546

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.
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. Statement of Work

The Work to be performed is detailed under Annex A - Statement of Work.

### 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.





### **3.2 Supplemental General Conditions**

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

4014 (2021-11-29) – Suspension of the work, 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.

### **3.3 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.

## **4. Term of Contract**

### **4.1 Period of the Contract**

The Work is to be performed during the period of December 1<sup>st</sup>, 2022 to March 31, 2024

### **4.2 Option to Extend the Contract**

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

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



## **5. Authorities**

### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Matthew Couture  
Title: Regional Contract Officer  
Correctional Service Canada  
Branch/Directorate: RHQ/Finance  
Telephone: 506-378-8730  
E-mail address: matthew.couture@csc-scc.gc.ca

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

### **5.2 Project Authority**

The Project Authority for the Contract is:

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

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

### **5.3 Contractor's Representative**

The Authorized Contractor's Representative is:

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

## **6. Payment**

### **6.1 Basis of Payment**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to



a limitation of expenditure of \_\_\_\_\_. Customs duties are included 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 subject to exemption 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 Method of Payment

SACC Manual Clause H1008C (2008-05-12) - Monthly Payment

## 6.4 SACC Manual Clauses

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

## 6.5 Travel and Living Expenses

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the [National Joint Council Travel Directive](#), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

All travel must have the prior authorization of Project Authority.

All payments are subject to government audit.

Estimated Cost: \$2500.00.

## 7. Invoicing Instructions

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

7.2 Invoices must be distributed as follows:



- a. The original and one (1) copy must be forwarded to the following address for certification and payment.

Attention: Chief of Education  
Atlantic Regional Headquarters  
1045 Main Street, 2nd Floor  
Moncton, NB E1C 1H1

or send via-email to:

Maurice.Daigle@csc-scc.gc.ca

## **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 Nova Scotia.

## **10. Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the Supplemental General Conditions 4013 (2021-11-29) – Compliance with On-Site Measures, Standing Orders, Policies, and Rules and 4014 (2021-11-29) – Suspension of the work, apply to and form part of the Contract;
- (c) the General Conditions 2010B (2022-01-28), General Conditions - Professional Services (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) the Contractor's bid dated \_\_\_\_\_ (to be inserted at contract award)

## **11. Insurance – Specific Requirements**

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

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection. The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and



confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.



- I. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8

**For other provinces and territories, send to:**

Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

**12. Liability**

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

**13. Ownership Control**

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

- 13.1 The Contractor warrants that it is not under ownership control of any non-resident entity (i.e. Individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other).
- 13.2 The Contractor must advise the Minister of any change in ownership control for the duration of the contract.



13.3 The Contractor acknowledges that the Minister has relied on this warranty in entering into this Contract and that, in the event of breach of such warranty, or in the event that the Contractor's ownership control becomes under a non-resident entity, the Minister will have the right to treat this Contract as being in default and terminate the contract accordingly.

13.4 For the purposes of this clause, a non-resident entity is any individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other residing outside of Canada.

#### **14. Closure of Government Facilities**

14.1 Contractor personnel are employees of the Contractor and are paid by the Contractor on the basis of services rendered. Where the Contractor or the Contractor's employees are providing services on government premises pursuant to this Contract and the said premises become non accessible due to evacuation or closure of government facilities, and consequently no Work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of closure.

14.2 Contractors working at CSC sites should be aware that they may be faced with delay or refusal of entry to certain areas at certain times even if prior arrangements for access may have been made. Contractors are advised to call in advance of travel to ensure that planned access is still available.

#### **15. Tuberculosis Testing**

15.1 It is a condition of this contract that the Contractor or any employees of the Contractor who require entry into a Correctional Service of Canada Institution to fulfill the conditions of the contract may, at the sole discretion of the Warden, be required to provide proof of and results of a recent tuberculin test for the purpose of determining their TB infection status.

15.2 Failure to provide proof of and results of a tuberculin test may result in the termination of the contract.

15.3 All costs related to such testing will be at the sole expense of the Contractor.

#### **16. Compliance with CSC Policies**

16.1 The Contractor agrees that its officers, servants, agents and subcontractors will comply with all regulations and policies in force at the site where the work covered by this contract is to be performed.

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

16.3 Details on existing CSC policies can be found on the [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 himself 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](http://www.bit.do/CSC-EN).

## 24. Government Site Regulations

SACC Manual Clause A9068C (2010-01-11) – Government Site Regulations



## ANNEX A – Statement of Work Springhill Institution

### 1.1. CORRECTIONAL SERVICE CANADA

Correctional Service Canada (CSC) has a requirement to:

- Facilitate inmates' reintegration by increasing educational skill levels through the provision of accredited programs;
- Provide appropriate library services similar to those in the community, while taking into consideration the requirements of the correctional environment;
- Ensure education programs and library services respect gender, ethnic, cultural and linguistic differences, and are responsive to the special needs of women inmates, Indigenous inmates, inmates requiring mental health care and other groups.

### 1.2. BACKGROUND

Correctional Service Canada (CSC) is the federal government agency responsible for administering sentences of a term of two years or more, as imposed by the courts. As of May 2022, Springhill Institution was housing 353 inmates (281 + 72 at Regional Reception Centre).

Springhill Institution is located on the southwestern edge of Springhill, Nova Scotia, approximately 95 kilometers from Moncton, New Brunswick. Springhill Institution opened on October 1967 as a medium-security institution and became a central part of the community following the terrible coalmine disaster of 1958. Springhill Institution is a standalone medium facility based on a structured campus design model consisting of direct observation cell ranges and small group feeding/responsibility units.

Springhill Institution operates the Regional Reception Center (RRC) for Atlantic Canada. The Institution receives all offenders entering the federal system directly from the courts (i.e. via Warrants of Committal), as well as any temporary detention cases supervised in the area regardless of security level. Temporary offenders, who are rated as minimum or maximum security through the reception process, are housed temporarily, and then transferred to the appropriate institution. The RRC, through Springhill Institution, makes a significant contribution to the region and toward the goal of offender reintegration by ensuring programming needs and offender risks are promptly identified and intervention strategies to reduce risk are facilitated.

### 1.3. OBJECTIVE

As per 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 contractor must provide educational and library services to the inmates at **Springhill Institution**.

### 1.4. TASKS/PERFORMANCE STANDARDS

**1.4.1. Performance Standards:** The Contractor must ensure that the teachers and library technician understand and adhere to the following CSC policies, guidelines and procedures:

- a. 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)



- b. 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)
- c. Applicable Commissioner Directives below (copies are available upon request):
  - a. CD 350: Contracting
  - b. CD 568-1: Recording and Reporting of Security Incidents
  - c. CD 701: Information Sharing
  - d. CD 720: Education Programs and Services for Offenders
  - e. CD 730: Offender Program Assignments and Inmate Payments
  - f. CD 764: Access to Material and Live Entertainment
- d. The Corrections and Conditional Release Act (CCRA): <http://laws.justice.gc.ca/en/C44.6/34022.html#rid-34239>.
- e. Security briefing/training relevant to their duties including security procedures such as escorting offenders, preparing observation reports, tool control, the offender management system, etc. Library technicians and teachers attending training requested by CSC, will be considered fulfilling their contracted duties.

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

- a. 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:

- i. ABE Level I Academic Upgrading (grades 1-5 inclusively)
  - ii. ABE Level II Academic Upgrading (grades 6-8 inclusively)
  - iii. ABE Level III (grades 9-10)
  - iv. ABE IV Academic Upgrading (grades 11-12 inclusively)
  - v. General Educational Development (GED)
- b. Educational programs leading to the Adult High School Diploma;
- c. Adapted ABE programs;
- d. Other education programs, pilot programs and curriculum requested by the Project Authority;
- e. 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 will be responsible to ensure the maximum teacher-student ratio (1:12 to 1:15) in their classroom is met at all times. 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.



- 1.4.3. The Contractor must ensure that educational programs operate year-round and must be sufficiently individualized to accommodate not only continuous entry and exit from the program/course, but could also include more than one level within a classroom/shop;
- 1.4.4. The Contractor must ensure the following operational requirements are met:
- a. Provide services between 0800 and 1600 with a one-hour lunch period. On occasion, services could be rendered outside of core business hours. Breaks will be agreed upon and directed by CSC institutional routine. Student contact hours in the program shall be established by CSC.
  - b. Preparation and report writing time will be included in the regular workday. Teacher must use the following time periods to complete their administrative tasks: 0800 to 0845, 1120 to 1200 and 1530 to 1600 (total prep time per day: 115 minutes). Times may vary according to the institution's operational schedule. Supplemental preparation and/or report writing time may be allocated upon the project authority's approval.
  - c. **Provide a maximum of up to 325 days of educational services and 260 days of library services** (December 1, 2022 – March 31, 2024) of service, unless otherwise stated, as and when required and amend services as instructed by the Contracting Authority.
  - d. Inform contracted staff that services will not be required on the following days:
    - i. Canada Day
    - ii. Civic Holiday in August
    - iii. Labour Day
    - iv. National Day of Truth and Reconciliation
    - v. Thanksgiving Day
    - vi. Remembrance Day
    - vii. Christmas Day
    - viii. Boxing Day
    - ix. December 27th, 2022
    - x. December 28th, 2022
    - xi. December 29th, 2022
    - xii. December 30th, 2022
    - xiii. December 27th, 2023
    - xiv. December 28th, 2023
    - xv. December 29th, 2023
    - xvi. January 2nd, 2023
    - xvii. New Year's Day
    - xviii. Good Friday
    - xix. Easter Monday
    - xx. Victoria Day

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

Contractor personnel are employees of the Contractor and are paid by the Contractor based on services rendered. Where the Contractor or the Contractor's employee is providing services on government premises pursuant to this Contract and the said premises become non accessible due to evacuation or closure of government facilities, and consequently no work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of closure\*.

\*Upon the Project Authority's discretion, the contracted staff may be required to provide related services during closure.



**1.4.5.** Provide the following services:

- a. **Four (4) full-time teachers - 35 hours per week at 7 hours per day from Monday to Friday:**
  - i. One (1) bilingual teacher
  - ii. Three (3) English essential teachers
- b. **One (1) library technician (English essential) - 30 hours/week**

**1.4.6.** Essential criteria:

- a. One (1) of the teachers must be designated as Head Teacher to ensure services are rendered in both official languages;
- b. When a teacher is absent, the head teacher must combine classes to ensure continuity of educational services to offenders;
- c. The Head Teacher must coordinate the schedules to ensure delivery of the following services:
  - i. Bilingual educational services at the intake center (Regional Reception Center);
  - ii. Teach and facilitate independent studies (cell studies);
  - iii. Participate in the Correctional Interventions Board (CIB) meetings as requested by the Project Authority;
  - iv. Provide input to the CIB and Case Management teams on issues such as education levels and recommendations;
  - v. Maintain offender attendance at the required ratios;
  - vi. Review all incoming offenders' education information and provide Parole Officers with data necessary to make referrals to Education programs;
  - vii. Evaluate the offenders' educational needs, waitlists and suspensions;
  - viii. Administer and score the Canadian Adult Achievement Test and the "*Test de rendement pour francophones*";
  - ix. Complete interim and final Program Performance Reports in the official language of choice of the inmate;
  - x. Offer educational counseling to the inmates;
  - xi. Perform other related tasks to ensure proper operation of the school and the library.

**1.4.7.** The **library technician** must:

- a. Library hours may vary (evenings and weekends) based on the operational needs of the institution;
- b. Include the application of the Dewey Decimal system and/or another library computer-based program;
- c. Coordinate trainings and/or inmate orientation as required;
- d. Organize and implement special events/displays within the library setting such as: Black History Month, National Nutrition Month, Canadian Red Cross month, etc.;
- e. Recommend reading material for all cultural and visible minority groups such as but not limited to: African Canadian, Indigenous, Francophone, etc.;
- f. Ensure similar library services to inmates who are temporarily residing at the Regional Reception Centre;



- g. Submit reports, upon request from Project Authority or delegate, based on visitation statistics and circulation data;
- h. Keep track of attendance and absences of inmates, and other data entry as required;
- i. Register and notify readers with overdue library materials;
- j. Supervise inmates who are assigned to work in the library and write work performance reports;
- k. Photocopy legal documentation when required;
- l. Action requests for purchasing of magazine, newspapers, or other reading material and inmate subscriptions for approval and signing by the Project Authority or Program Manager;
- m. Recommend purchasing for books and other office material or equipment to the Project Authority;
- n. Supervise computer access to inmates in relation to questions on Acts and Regulations, CSC and government policies, and Institutional Standing Orders;
- o. Complete observation reports as required when observing questionable or inappropriate behaviour as well as following an incident;
- p. Employ library management techniques and methods to ensure a clean environment and to protect and preserve library resources including books, magazines, shelving units and computers ;
- q. Make recommendations to the Program Manager for disposal of surplus library material in accordance with CSC National Guide for Institutional Libraries;
- r. Organize materials and information to reflect professional library standards;
- s. Support and promote institutional programming, education, employment, social development, respect of cultural differences, and information resources;
- t. Maximize the access to the library for all inmates and provide satellite services, as required;
- u. Ensure all materials within the library collection(s) contribute to CSC mandate, and are within policy and in good condition;
- v. Ensure compliance with the policy on donated books;
- w. Keep an updated inventory of all materials and books in the library;
- x. 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.

**1.4.8.** On successful completion of any course provided through the delivery of this contract, the Contractor must provide the appropriate provincially recognized certification;

**1.4.9.** 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;

**1.4.10.** The Contractor understands the following:

- a. The Correctional Interventions Board (CIB) assigns inmates to the program based on the current CSC student-to-teacher ratio and in a manner, which maximizes the use of the available training seats.
- b. 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.
- c. Review all incoming inmates' education information and provide parole officers with data necessary to make referrals to Education programs via the CIB.

**1.4.11.** The Contractor must participate in meetings as requested by the Project Authority and must be available to intervene when issues arise with contract personnel, education programs and library services;

**1.4.12.** 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 his/her experience and qualifications;

**1.4.13.** The Contractor must participate in the annual education program plan (AEPP);

**1.4.14.** 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;

**1.4.15.** The Contractor must ensure an efficient information-sharing and communication process (i.e. emails pertaining to work safety, security reminders, and general information.);

**1.4.16.** The Contractor must organize and supervise General Educational Development (GED) testing in both official languages which may take place during the evening or during institutional operational hours at the institution;



**1.4.17.** The Contractor must ensure that, when forwarding information to all institutional staff, that communication is done via the Project Authority or Program Manager only and that all communication presented for distribution to institutional staff is in both official languages;

**1.4.18.** Contract staff attending training session or workshops requested by CSC, will be considered fulfilling their contracted duties and the Contractor will be paid;

**1.4.19.** The Contractor must ensure that the following duties are performed by the Teachers:

- a. Provide a comprehensive basic academic education program as stated in task number 1.4.
- b. Assess the academic needs and abilities of the inmates.
- c. Provide individualized teaching.
- d. Develop individual educational plans.
- e. Assist in inventory control.
- f. Remain up to date with the current adult teaching strategies and technological advances and integrate these teaching practices in the course delivery.
- g. Alternate teaching strategies (individualized learning, group learning, guests' presentations, etc.), based on the students' needs and learning styles.
- h. Employ classroom management techniques and methods to ensure a clean environment and to protect and preserve classroom resources including books, textbooks, shelving units and computers ;
- i. Complete a daily visual search of the school premises before and after each teaching session, and as requested by the Project Authority or CSC delegate.
- j. 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 institution. This may include filing of charges against offenders for various infractions.
- k. Supervise and evaluate the inmate cleaner in the workshop area according to CD-730 "Offender Program Assignments and Inmate Payments".
- l. Prepare and coordinate activities to promote awareness of significant cultural dates/months by providing presentations, collages, and other forms of visual reminders to staff and inmates assigned to school and library.
- m. Cooperate with CSC management and staff, and other contractors.

## **1.5. DELIVERABLES**

**1.5.1.** The Contractor must provide the following services:

- a. Contract teachers and library technicians must take attendance and keep record, in real time, of any changes in inmate presence during an education session, a library service, or both. At any given time, the Project Authority or delegate may request accurate attendance information.





- b. Contract teachers and library technicians must 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.
- c. Contract teachers and library technicians 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).
- d. Every 180 days, contract teachers and library technicians must assess the performance of students in the education and library programs and must submit an interim report in OMS. Contract teachers and library technicians must also complete final reports when the assignment ends.
- e. Contract teachers must respect CSC's guidelines and policies when writing reports (i.e. including Indigenous Social History factors when applicable).
- f. Upon request by the Project Authority the Contractor must provide a data report with information on education results and library services.
- g. Contract teachers and library technicians must complete and enter various reports in OMS including but not limited to education reports, casework records, officer statements, observation reports.
- h. Contract teachers must ensure accurate data entry of course and level completions in OMS before the end of the workday.
- i. The Contractor or a designated contract teacher must ensure the education reports are completed as required in OMS, respecting the timeframes as per CD 730 and notifying the Chief of Education for quality reviewing purposes and locking.
- j. The Contractor must maintain permanent records of inmate credits and achievements obtained through the delivery of the services and must make such records available when the inmate-student requests them. The Contractor must keep these records onsite at the institution.
- k. Contract teachers and library technicians 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 Assignments and Payments".
- l. All work performed in this contract is subject to the inspection and authorization by the Project Authority.

#### **1.5.2. Pandemic Measures**

- a. Equipment must be disinfected before and after each use by the Contract Teachers and library technicians. All cleaning materials will be supplied by CSC.
- b. Social distancing must be respected at all times. CSC staff, teachers/contractors and the offenders must comply to CSC and Public Health guidelines.
- c. Masks must be worn as required by CSC and Public Health guidelines.
- d. Hand washing or hand sanitizing must be done frequently.



- e. Due to the impacts from COVID-19 or other pandemics, temporary measures will be taken on-site at CSC institutions.
- f. All Public Health and CSC guidelines must be followed.

#### **1.6. LOCATION OF WORK**

- a. The Contract teachers are assigned to **Springhill Institution** and may be required to provide educational services to inmates temporarily residing at the **Regional Reception Centre** based on educational and operational needs as requested by the Project Authority.
- b. **In the event of a pandemic related site closure, CSC may provide alternative location of work for the contractors within a CSC facility.**

##### **1.6.1. Location**

The Contractor must ensure that work is performed **on site at Springhill Institution**, unless otherwise directed by Project Authority, located at:

Springhill Institution  
330 McGee Street  
Springhill, Nova Scotia B0M 1X0

##### **1.6.2. Travel**

Contract staff may be required to travel on behalf of CSC while undertaking their contracted duties to attend mandatory workshops at the Project Authority's request.

#### **1.7. LANGUAGE OF WORK**

The Contractor must be able to ensure services in both official languages.



## ANNEX B – Proposed Basis of Payment

### 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 hour rate(s) below in the performance of this Contract, Applicable Taxes extra.

#### Initial Period – From December 1st, 2022 to March 31st, 2024 (325 days)

Resource Description	Bidder's Firm All-Inclusive Per Hour Rate	Estimated Hours (up to a maximum)	Total
Teachers (4) (1 Head Teacher, 1 bilingual teacher, 2 English essential)	\$	9100	\$
Library Technician	\$	1950	\$
Travel and Living Expenses			\$ 2,500.00
<b>Total cost for 4 teachers + 1 library tech</b>			<b>\$</b>

### 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 hour 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.

#### Option year 1 – From April 1, 2024 to March 31st, 2025 (225 days)

Resource Description	Bidder's Firm All-Inclusive Per Hour Rate	Hours (up to a maximum)	Total
Teachers (4) (1 Head Teacher, 1 bilingual teacher, 2 English essential)	\$	6300	\$
Library Technician	\$	1350	\$
Travel and Living Expenses			\$ 2,500.00
<b>Total cost for 4 teachers + 1 library tech</b>			<b>\$</b>



### 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 – Security Requirements Check List



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat 21208-23-4140546
Security Classification / Classification de sécurité

### SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	2. Branch or Directorate / Direction générale ou Direction Assessment & Interventions	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Provide educational and library services to inmates at Springhill Institution.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
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**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- |   |   |   |  |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS<br>COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET - SIGINT<br>TRÈS SECRET - SIGINT        | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS              |   |   |  |

Special comments:  
Commentaires spéciaux : \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui



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**PART C - (continued) / PARTIE C - (suite)**

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif 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.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET / TRÈS SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
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?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

Security Classification / Classification de sécurité
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DSD-ATL5008



Contract Number / Numéro du contrat 21208-23-4140546
Security Classification / Classification de sécurité

**PART D - AUTHORIZATION / PARTIE D - AUTORISATION**

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées) Maurice Daigle	Title - Titre Chief of Education	Signature 	Digitally signed by Daigle, Maurice Date: 2022.06.16 11:06:10 -03'00'
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Telephone No. - N° de téléphone 506-850-5093	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel maurice.daigle@csc-scc.gc.ca	Date June 15, 2022
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14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées) Dominic St-Denis	Title - Titre A/Contracting Security Analyst	Signature 	Digitally signed by StDenis, Dominic Date: 2022.06.25 12:40:40-0400 Reason: I am the author of this document Location: your signing location here Date: 2022.06.25 12:40:40-0400 Foxit PDF Editor Version: 11.0.1
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Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
---------------------------------	-----------------------------------	-----------------------------------	------

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?  No /  Yes  
Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?  Non /  Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées) Matthew Couture	Title - Titre Contract Officer	Signature 	Digitally signed by Couture, Matthew Date: 2022.06.20 11:50:45 -03'00'
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Telephone No. - N° de téléphone 506-378-8730	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel matthew.couture@csc-scc.gc.ca	Date June 20, 2022
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17. Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées) Anik Farrell - CSO <a href="mailto:anik.farrell@tpsgc-pwgsc.gc.ca">anik.farrell@tpsgc-pwgsc.gc.ca</a>	Title - Titre	Signature 	Digitally signed by Farrell, Anik Date: 2022.06.28 08:12:18 -04'00'
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Security Classification / Classification de sécurité
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## Annex D- Evaluation Criteria

### 1.0 Technical Evaluation:

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

- Mandatory Technical Criteria
- Rated Technical Criteria

It is **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	Bidder Response Description (include location in bid)	Met/Not Met
M1	<p>Demonstrate that the bidder can provide the following <b>qualified staff</b> (Graduation from a recognized university with acceptable specialization in education, linguistics, sociology, psychology, mathematics, mathematics, physics, home economics, or any other specialty relevant to the position (e. g. adult education, English, French, history, geography, learning disabilities, English as a second language, etc.).</p> <p>Include <b>the proposed individuals' résumés and specify page number in the bidder's response.</b></p> <p><b>Include the corresponding Teacher # as described in the "point rated technical criteria" document.</b></p> <p><b>Clearly identify the linguistic profile (English essential or bilingual) for each proposed individual.</b></p> <p><b><u>4 Teachers</u></b>            -1 Head Teacher (English essential)            -1 Teacher (Bilingual)            -2 Teachers (English essential)</p> <p><b><u>1 Library Technician</u></b>            -1 Library Technician (English essential)</p>		
M2	<p>Provide copies of <b>valid **teaching certificates</b>, issued by the <b>Nova Scotia Teachers' Certification Office</b> for all proposed teachers.</p> <p><b><i>**If the valid Nova Scotia teacher certifications are not submitted as requested, the Contracting Authority will inform the Bidder of a timeframe within which to provide them. Failure to provide the valid certifications within the timeframe provided will render the bid non-responsive.</i></b></p>		
M3	<p>Demonstrate the ability to provide <b>library services</b> equivalent to those available in a public library.</p>		



#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met
	<p>Provide library technician's résumé to validate experience and *qualifications. <b>(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</b> * An <b>acceptable combination of education, training and/or experience in a field relevant to the position.</b></p>		



#	Point Rated Technical Criteria	Max Score	Bidder Response (Bidder to explain how points are obtained and reference location in bid)
R1	<p><b>TEACHER #1 - Head Teacher</b> (Bilingual or English essential)</p> <p>a) Years of experience as a teacher. (1 point per year/maximum 5 points)</p> <p>b) Years of experience teaching in a correctional facility. (2 points per year/maximum 10 points)</p> <p>c) Years of experience teaching adults or high school students. (1 point per year/maximum 5 points)</p>	20	
R2	<p><b>TEACHER #2</b> (Bilingual)</p> <p>a) Years of experience as a teacher. (1 point per year/maximum 5 points)</p> <p>b) Years of experience teaching adults or high school students. (1 point per year/maximum 5 points)</p>	10	
R3	<p><b>TEACHER # 3</b> (English essential)</p> <p>a) Years of experience as a teacher. (1 point per year/maximum 5 points)</p> <p>b) Years of experience teaching adults or high school students. (1 point per year/maximum 5 points)</p>	10	
R4	<p><b>TEACHER # 4</b> (English essential)</p> <p>a) Years of experience as a teacher. (1 point per year/maximum 5 points)</p> <p>b) Years of experience teaching adults or high school students. (1 point per year/maximum 5 points)</p>	10	
R5	<p><b>Library Technician</b> (English essential)</p> <p>a) Years of experience working in a library environment. (1 point per year/maximum 5 points)</p> <p>b) Years of experience working in a library in a correctional facility. (1 point per year/maximum 5 points)</p>	10	
	Total number of points	/60	
	Minimum Score Required: 36/60	60%	



**ANNEX E**  
**CONTRACT SECURITY PROGRAM**  
**APPLICATION FOR REGISTRATION (AFR) for Canadian legal entities**  
**Instructions for completing the Application for Registration (AFR)**

**Privacy notice for Canadian entities registering in the CSP**

Part of the information collected in this form includes personal information which is collected under the authority of subsection 7(1) of the *Financial Administration Act* and is mandatory in accordance with Treasury Board's *Policy on Government Security and Standard on Security Screening* for the purposes of security assessment and registration in the Contract Security Program (CSP) of Public Services and Procurement Canada (PSPC). The personal information will be used to assess your eligibility to hold a security status or security clearance and for your organization to be registered in the Contract Security Program. The information provided may be disclosed to the Royal Canadian Mounted Police and Canadian Security Intelligence Service to conduct the requisite checks and / or investigation in accordance with the *Policy on Government Security and Standard on Security Screening*. Additionally, the information may be disclosed to and used by other federal institutions that may require this information as part of their functions or investigation under Canadian Law or to the industrial security programs of foreign governments (with which Canada has bilateral security instruments) for foreign assurances.

Personal information is protected, used and disclosed in accordance with the Privacy Act and is described in the Info Source under the Personal Information Bank PWGSC PPU 015 ([Access to information and privacy - PSPC \(tps-gc-pwgsc.gc.ca\)](#)) and the TBS standard personal information bank Personal Security Screening PSU 917 ([Standard personal information banks - Canada.ca](#)). Under the *Privacy Act*, you have the right to access and correct your personal information, if erroneous or incomplete. The personal information from paper sources that accompanies an organization registration is retained for two years after the last administrative action, and then destroyed. The personal information from paper sources that accompanies a foreign ownership, control, or influence assessments is kept for two years, and then destroyed if there are no changes to the organization that are reported to the foreign ownership, control, or influence evaluation office during this period. The personal information from paper sources that accompanies the personnel security screening process or foreign assurance process will be retained for a minimum period of two years after the last administrative action, and then destroyed. The Contract Security Program's retention period and disposal standards of personal information in electronic format may vary from the above retention period.

If you have concerns or require clarification about this privacy notice, you can contact PSPC's Access to Information and Privacy Directorate by email at [TPSGC.ViePrivee-Privacy.PWGSC@tps-gc-pwgsc.gc.ca](mailto:TPSGC.ViePrivee-Privacy.PWGSC@tps-gc-pwgsc.gc.ca). If you are not satisfied with the response to your privacy concern or if you want to file a complaint about the handling of your personal information, you may wish to contact the Office of the Privacy Commissioner of Canada.

**General Instructions:**

- This form is used for registering Canadian legal entities **ONLY**. The CSP does not register foreign based organizations. **ALL** Foreign based firms must contact the [International Industrial Security Directorate \(IISD\)](#) for more information on the security screening process. Canadian subsidiaries of foreign based firms may be eligible to register with the CSP.
- This form and all supporting documentation requested must be provided in English or French
- In any instance where this form does not allow enough space for a complete answer, please include additional pages or rows to the table as required.

**For organizations that do not yet have a clearance, refusal to provide required information, the provision of a false statement, misleading information, concealment or failure to disclose of any material fact on this application will result in the CSP not granting, or upgrading, a security clearance.**

**In the case of already cleared organizations; a denial or revocation of your organization's existing security clearance may occur and any personnel reliability statuses and/or personnel security clearances issued to your organization will be administratively closed out along with the organization's clearance with the Contract Security Program. This will immediately prohibit your eligibility to perform work on contracts requiring organization security clearances.**

**Section A - Business Information**

- **Legal name of the organization** refers to the legal name of the organization as it is organized & existing within the country of jurisdiction. In the case of Canadian legal entities, this would be the legal name that is registered with federal, provincial or territorial authorities.
- **Business or Trade name** refers to the name which a business trades under for commercial purposes, although its registered, legal name, used for contracts and other formal situations, may be another name.
- **Type of Organization** - All required documentation in relation to the type of organization must be provided
  - **Corporation** refers to an entity having authority under the law to act as a single person distinct from the shareholders who own it and having rights to issue stock and exist indefinitely.



- Stock exchange identifier (if applicable);
- Certificate of incorporation, compliance, continuance, current articles of incorporation, etc.
- Ownership structure chart is mandatory

- **Partnership** refers to an association or relationship between two or more individuals, corporations, trusts, or partnershipsthat join together to carry on a trade or business.

Provide the following information to substantiate this "Type of Organization" selection:

- Evidence of legal status, ie. partnership agreement;
- Provincial partnership name registration (if applicable);
- Ownership structure chart

- **Sole proprietor** refers to the owner of a business who acts alone and has no partners.

Provide the provincial registration documentation (if applicable) ie. master business license, provincial name registrationdocument

- **Other** (universities, financial institutions, unincorporated organizations, Assembly of First Nations, etc.)

Provide the following information to substantiate this "Type of Organization" selection:

- Evidence of legal status such as acts, charters, bands, etc.
- Ownership structure chart and management structure chart

- **Principal place of business** must be where the business is physically located and operating in Canada. Virtual locations, mail boxes, receiving offices, coworking spaces, representative agent's office, etc. will not beaccepted.
- **Self-identify as a diverse supplier:** Public Services and Procurement Canada (PSPC) defines a diverse supplier as "a business owned or led by Canadians from underrepresented groups, such as women, IndigenousPeoples, persons with disabilities and visible minorities.

## Section B - Security Officers

Identify the individual(s) you intend to nominate or are already appointed as your organization's company security officer and alternate company security officer(s). For Document Safeguarding Capability at other locations, please ensure to indicate address(site) the ACSO is located at. Add additional rows or provide a separate page as required. Employee has the same meaning as that used by the Canada Revenue Agency.

- Email address must be able to accept various types of correspondence from the CSP
- Security officers **must** meet all of the following criteria:
  - an employee of the organization;
  - physically located in Canada;
  - a Canadian citizen\*; and
  - security screened at the same level as the organization (in some cases alternates may require a different level).

\*Canadian citizenship is required due to the oversight responsibility entrusted to a security officer and some contractualrequirements in relation to national security. This requirement may be waived on a case by case basis for Permanent Residents.

## Section C - Officers

- Your organization must list **all** the names and position titles for its officers, management, leadership team, executives, managing partners, authorized signatories, members, etc. that are responsible for the day to day operations of its business. A management structure chart must be provided to demonstrate the reporting structure. Add additional rows to the section if required.
- For the purposes of the Contract Security Program, the term "Country of Primary Residence/National Domicile" refers to the particular country for a person's true, fixed, principal and permanent home, to which that person intends to return and remaineven though currently residing elsewhere.
- **Citizenship** refers to the status of being a citizen. A **citizen** is a person who, by either birth or naturalization, is a member of astate or nation, entitled to enjoy all the civil rights and protections of that state or nation and owing allegiance to its government.

## Section D - Board of Directors

- List **all** members of your organization's board of directors. Indicate all board titles including the chairperson if there is one. Addadditional rows to the section or on a separate page if required.
- For the purposes of the Contract Security Program, the term "Country of Primary Residence/National Domicile" refers to the particular country for a person's true, fixed, principal and permanent home, to which that person intends to return and



remain even though currently residing elsewhere.

- **Citizenship** refers to the status of being a citizen. A **citizen** is a person who, by either birth or naturalization, is a member of a state or nation, entitled to enjoy all the civil rights and protections of that state or nation and owing allegiance to its government.

### Section E - Ownership Information

- For the purposes of the CSP, the following interpretations are applicable:
  - **Direct (or registered) ownership** are all owners who hold legal title to a property or asset in that owner's name.
  - **Ownership** refers to either (1) voting rights attached to the corporation's outstanding voting shares or (2) outstanding shares measured by fair market value.
  - **Parent company** refers to a company which owns and/or controls controlling interest (e.g., voting stock) of other firms or companies, usually known as subsidiaries, which may give it control of the operation of the subsidiaries.

### Section F - Justification (this section is to be completed by organizations that are undergoing a renewal ONLY - not bidding)

- Your organization is to provide a list of active federal contracts, subcontracts, leases, supply arrangements (SA), standing offers (SO), purchase orders that have security requirements. Indicate the contract number (lease, SA, SO, sub-contract, etc.), contracting authority or prime contractor and the security level requirement.

### Section G - Certification and Consent

- Only an officer identified in Section C may complete this section.



## APPLICATION FOR REGISTRATION (AFR) for Canadian legal entities

**NOTE:**

The provision of false, misleading information, or concealment and/or failure to disclose of any material fact on this application will result in a denial or revocation of your organization security clearance and registration with the Contract Security Program which will immediately prohibit your eligibility to perform on contracts requiring organization security clearances. An incomplete form **will not** be processed.

**SECTION A - BUSINESS INFORMATION**

1. Legal name of the organization	
2. Business or trade name (if different from legal name)	
<p>3. Type of organization - <b>Indicate the type of organization and provide the required validation documentation (select one only)</b></p> <p><input type="checkbox"/> Sole proprietor</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Corporation</p> <p style="padding-left: 20px;"><input type="checkbox"/> Private</p> <p style="padding-left: 20px;"><input type="checkbox"/> Public</p> <p><input type="checkbox"/> Other (specify)</p>	
4. Provide a brief description of your organization's general business activities.	
5. Procurement Business Number (PBN) (if applicable)	6. Self-identify as a diverse supplier (provide profile)
7. Business civic address (head office)	
8. Principal place of business (if not at head office)	
9. Mailing address (if different from business civic address)	
10. Organization website (if applicable)	
11. Telephone number	12. Facsimile number
13. Number of employees in your organization or corporate entity	14. Number of employees requiring access to protected/classified information/assets/sites





**SECTION B – SECURITY OFFICERS**

Please identify all security officers for your organization. For document safeguarding capability identify the site number for each ACSO and the corresponding address for each site below.

Add additional rows or attachments as needed if there is not enough space allotted

Position title	Site #	Surname	Given name	E-mail (where the CSP will send correspondence)
Company security officer (CSO)				
Alternate company security officer (ACSO)				
ACSO (if applicable)				
ACSO (if applicable)				
ACSO (if applicable)				

**For Document Safeguarding Capability ONLY:**

00 – Address will be principal place of business	
01 – Site address:	
02 – Site address:	

**SECTION C – OFFICERS (managing partners, key leadership, signatories, etc.)**

Add additional rows or attachments as needed and include management structure chart demonstrating reporting structures

Position title - within your organization	Surname	Given name	Citizenship(s)	Country of primary residence/National domicile

**SECTION D – LIST OF BOARD OF DIRECTORS**

Add additional rows or attachments as needed

Position title	Surname	Given name	Citizenship(s)	Country of primary residence/National domicile




**SECTION E - OWNERSHIP INFORMATION - PLEASE COMPLETE FOR EACH LEVEL OF OWNERSHIP**

**Please complete for each level of ownership**

Identify all entities, individuals, public or private corporations that have an ownership stake in your organization being registered. Indicate if the entity has a valid Facility Security Clearance from Public Services and Procurement Canada's Contract Security Program or any other country. For publicly traded corporations, identify stock exchange. If there are more than three levels of ownership; please submit on an additional page to include **all** levels of ownership from direct to ultimate.

**Note: The organization structure chart with percentages of ownership must be included with your submission**

**SECTION E-1 - OWNERSHIP LEVEL 1 (direct ownership) if more than three - please provide on additional sheet**

Ownership - Level 1 (Direct Parent)			
Name of organization or individual			
Address			
Type of entity (e.g. private or public corporation, state-owned)			
Stock exchange identifier (if applicable)			
Facility security clearance (FSC) yes/no			
Percentage of ownership			
Country of jurisdiction or citizenship			

**SECTION E-2 - OWNERSHIP LEVEL 2**

If there is any additional ownership for the names listed in the previous section (E-1) please provide the information below. If not, please indicate N/A (not applicable).

Ownership of entries listed in E-1 (Level 2)			
Name of direct owner from E-1			
Name of organization or individual			
Address			
Type of entity (e.g. private or public corporation, state-owned)			
Stock exchange identifier (if applicable)			
Facility security clearance (FSC) yes/no			

Percentage of ownership			
Country of jurisdiction or citizenship			

**SECTION E-3 - OWNERSHIP LEVEL 3**

If there is any additional ownership for the names listed in the previous section (E-2) please provide the information below. If not, please indicate N/A (not applicable).

Ownership of entries listed in E-2 (Level 3)

Name of intermediary ownership from E-2			
Name of organization or individual			
Address			
Type of entity (e.g. private or public corporation, state-owned)			
Stock exchange identifier (if applicable)			
Facility security clearance (FSC) yes/no			
Percentage of ownership			
Country of jurisdiction or citizenship			

**SECTION F - JUSTIFICATION (FOR RENEWING ORGANIZATIONS)**

**Add additional rows or attachments as needed**

Please provide all current procurement rationales that have security requirements - i.e. contracts, leases, RFP, RFI, ITQ, supply arrangements, standing offers, etc.

Contract, lease, SA, SO, etc. number	Client / contracting authority	Security Type & level	Expiry date (dd-mm-yyyy)

**SECTION G - CERTIFICATION AND CONSENT (ONLY AN OFFICER IDENTIFIED IN SECTION C MAY COMPLETE THIS SECTION)**

I, the undersigned, as the Officer authorized by the organization, have read the Privacy Notice to this application and do hereby certify that the information contained in this application is true, complete and correct. I acknowledge and agree to comply with the responsibilities outlined in the Public Services and Procurement Canada's Contract Security Manual and consent to the collection, use and disclosure of my personal information for the purposes as described above. **I agree to notify the Contract Security Program of any changes to the organization including but not limited to: change of address, phone number, contact information, change in security officers, officers and directors, board members, partners, management / leadership team and ownership.**



Surname	Given name
Position title	Telephone number (include extension number if any)
Facsimile number	Email address
Signature	Date (dd-mm-yyyy)

**FOR USE BY THE PSPC'S CONTRACT SECURITY PROGRAM**

Recommendations	
Recommended by e-signature	Approved by e-signature