

RETURN OFFERS TO : RETOURNER LES OFFRES À :	Title — Sujet: Vocational Safety Training – H2S Alive and Confined Space							
Bid Receiving - Réception des soumissions:	(PSIB) Solicitation No. — Nº. de l'invitatio	n Date:						
	21C50-22-4070195 October 28, 2022							
VIA EMAIL TO : bidsubmissions.GEN-NHQContracting@CSC-								
<u>SCC.GC.CA</u>	21C50-22-4070195							
ATTENTION : Aimée Legault	GETS Reference No. — Nº. de Réfe	érence de SEAOG						
	21C50-22-4070195							
REQUEST FOR A STANDING	Solicitation Closes — L'invitation	Time Zone						
OFFER DEMANDE D'OFFRE À	prend fin	Fuseau horaire						
COMMANDES	at / à : 14 :00	EST/HNE						
	On / Le : November 14 2022	Eastern Standard Time						
Regional Master Standing Offer (RMSO) Offre à commandes maître régionale (OCMR)		Heure normale de l'est						
Canada, as represented by the Minister of the Correctional Service of Canada, hereby requests a	Delivery Required — Livraison exigée : See herein – Voir aux présentes							
Standing Offer on behalf of the Identified Users	F.O.B. — F.A.B.							
herein.	Plant – Usine: Destination:	Other-Autre:						
Le Canada, représenté par le ministre du Service correctionnel Canada, autorise par la présente, une	Address Enquiries to — Soumettre toutes questions à:							
offre à commandes au nom des utilisateurs identifiés énumérés ci-après.	Aimée Legault – <u>aimee.legault@csc-scc.gc.ca</u>							
Comments — Commentaires :	Telephone No. – N° de Fax No téléphone:	o. – Nº de télécopieur:						
	Destination of Goods, Services and Co							
Vendor/Firm Name and Address —	Destination des biens, services et construction: Multiple as per call-up							
Raison sociale et adresse du fournisseur/de l'entrepreneur :	Multiples, selon la commande subséquente.							
	Security – Sécurité							
	This request for a Standing Offer includes provisions for security. Cette Demande d'offre à commandes comprend des dispositions en matière de sécurité.							
	Instructions: See Herein Instructions : Voir aux présentes							
Telephone # — N° de Téléphone :	Name and title of person authorized to	-						
	Nom et titre du signataire autorisé du f	ournisseur/de l'entrepreneur						
Fax # — No de télécopieur :	Name / Nom	Title / Titre						
Email / Courriel :								
GST # or SIN or Business # — N° de TPS	Signature	Date						
ou NAS ou N° d'entreprise :	 (Sign and return cover page with offe	er/						
	Signer et retourner la page de couve							

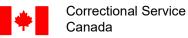


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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offer (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, includes the clauses and conditions, which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment and any other annexes.

2. Summary

2.1 The Correctional Service of Canada (CSC) CORCAN has a requirement to provide vocational safety training with third party certification on an as and when requested basis, to groups of offenders at the Pê Sâkâstêw Centre in Maskwacis Alberta.

Objectives: To provide vocational safety training with third party certification, on an as and when requested basis, to groups of offender at the Pê Sâkâstêw Centre in Maskwacis Alberta. Upon successful completion of the training, the Contractor must provide the participants with certificates for the following courses:

- 1) H2S Alive Training Must be Energy Safety Canada Certified
- 2) Confined Space Training Must be Energy Safety Canada Certified

<u>Note</u>: The safety courses may be requested by CORCAN to be delivered separately, at different times, due to operational requirements at the site.

The Contractor must provide:

a) Certified resource(s) to deliver safety training sessions for H2S Alive and Confined Space training. The training must include classroom and application of knowledge



learned in the classroom in a practical setting with hands-on-exercises for the courses that require it.

- b) Training programs that meet curriculum requirements for participants to obtain certification in H2S Alive and Confined Space;
- c) All manuals, handouts, materials and necessary equipment for the Contractors' instructor and participants. The Contractor is responsible for transporting instructors and all course materials and equipment to and from the work location site;
- d) Training courses that result in a certification, for successful participants, in H2S Alive and Confined Space.
- The identified User authorized to make call-ups against the Standing Offer is:

Correctional Service of Canada – CORCAN in province of Alberta CORCAN managers from the various identified institutions in Alberta.

- The period for making call-ups against the Standing Offer is from standing offer award to November 30, 2023 with an additional two (2), one (1) year periods;
- 2.2 This procurement is set aside under the federal government Procurement Strategy for Indigenous Business.

3. Security Requirements

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 – Security, Financial and Insurance Requirements, and Part 7 – Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Offerors should refer to the <u>Contract Security</u> <u>Program</u> (CSP) of Public Works and Government Services Canada website.

4. Revision of Departmental Name

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

5. Debriefings

Offerors may request a debriefing on the results of the request for Standing Offer process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for Standing Offer process. The debriefing may be in writing, by telephone or in person.

6. Procurement Ombudsman

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



PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offer (RFSO) by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2022-03-29) Standard Instructions - Request for Standing Offer - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offer - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days Insert: one hundred and twenty (120) days

2. Submission of Offers

Offerors must submit their offer only to Correctional Service of Canada (CSC) by the date, time and at the bid submission email address indicated on page 1 of the request for standing offers (RFSO).

Section 06 Late offers of 2006 Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: Section 06 in its entirety.

Insert: 06 Late offers:

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

Section 07 Delayed offers of 2006 Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: Section 07 in its entirety.

Insert: 07 Delayed offers:

Canada will not accept any delayed offers.

Section 08 Transmission by facsimile or by E-Post Connect of 2006, Standard Instructions - Request for Standing Offers - 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 RFSO, Offerors must submit their offer to the CSC bid submission email address indicated on page 1 of the RFSO document. This email address is the only acceptable email address for Offerors to submit their offer in response to this RFSO.



- b. Offerors may transmit their offer at any time prior to the RFSO closing date and time.
- c. Offerors should include the RFSO 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 offer by email including, but not limited to, the following:
 - i. Receipt of a garbled, corrupted or incomplete offer;
 - ii. Availability or condition of the email service;
 - iii. Incompatibility between the sending and receiving equipment;
 - iv. Delay in transmission or receipt of the offer;
 - v. Failure of the Offeror to properly identify the offer;
 - vi. Illegibility of the offer;
 - vii. Security of offer data;
 - viii. Failure of the Offeror to send the offer to the correct email address;
 - ix. Connectivity issues; or
 - x. Email attachments that are blocked or not received even though the Offeror's email has been successfully delivered.
- e. CSC will send an acknowledgement of receipt of the Offeror's email by email from the bid submission email address provided for the submission of offers. This acknowledgement will confirm only the receipt of the Offeror's email and will not confirm if all of the Offeror's email attachments have been received, may be opened nor if their contents are readable. CSC will not respond to follow-up emails from Offerors requesting confirmation of attachments.
- f. Offerors must ensure they are using the correct email address for offer submission and should not rely on the accuracy of copying and pasting the email address from the RFSO cover page.
- g. An offer transmitted by an Offeror to the CSC bid submission email address constitutes the Offeror's formal offer, and must be submitted in accordance with section 05 of 2006, Standard Instructions - Request for Standing Offers Goods or Services - Competitive Requirements.
- h. Offerors 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 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is deleted in its entirety.

CSC recommends that offerors submit their response to the requirements of this request for standing offer in typewritten format.

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

3. Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to



FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the <u>Financial</u> <u>Administration Act</u> R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? YES () NO ()

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

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

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



Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES** () **NO** ()

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- 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 - Request for Standing Offer

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

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

5. Applicable Laws

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

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



PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

CSC requests that offerors provide their offer in separate sections as follows:

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

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

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

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

Offerors should submit their technical offer and financial offer in two (2) separate documents.

Section I: Technical Offer

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

Section II: Financial Offer

Offerors <u>MUST</u> submit their financial offer in accordance with Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

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



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of CSC will evaluate the offers.

1.1. Technical Evaluation

1.1.1 Mandatory Technical Criteria

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

1.2 Financial Evaluation

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

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

<u>Financial evaluation will be completed as follows:</u> Total Period A + Total Period B + Total Period C = **Total Evaluated Price.**

2. Basis of Selection

2.1 Basis of Selection – Mandatory Technical Criteria

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

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



PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

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

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

1.1 Integrity Provisions – Declaration of Convicted Offenses

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

1.2 Integrity Provisions – Required documentation



List of names: all Offerors, regardless of their status under the Ineligibility and Suspension Policy, must submit the following information:

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

List of Names:

OR

□ The Offeror is a partnership

During the evaluation of offers, the Offeror must, within 10 working days, inform the Contracting Authority in writing of any changes affecting the list of names submitted with the offer.

1.3 Status and Availability of Resources

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

1.4 Set-aside for Indigenous Business

- 1. This procurement is set aside under the federal government Procurement Strategy for Indigenous Business. For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business, see <u>Annex 9.4</u> of the *Supply Manual*.
- 2. The Offeror:
 - i. certifies that it meets, and will continue to meet throughout the duration of the Offer, the requirements described in the above-mentioned annex.
 - ii. agrees that any subcontractor it engages under the Offer must satisfy the requirements described in the above-mentioned annex.
 - agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the abovementioned annex.
- 3. The Offeror must check the applicable box below:



- i. () The Offeror is an Indigenous business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.
 OR
- ii. () The Offeror is either a joint venture consisting of two or more Indigenous businesses or a joint venture between an Indigenous business and a non-Indigenous business.
- 4. The Offeror must, upon request by Canada, provide all information and evidence supporting this certification. The Offeror must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Offeror must provide all reasonably required facilities for any audits.
- 5. By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

1.4.1 Owner/Employee Certification – Set-aside for Indigenous Business

If requested by the Standing Offer Authority, the Offeror must provide the following certification for each owner who is Indigenous:

- 1. I am an owner of ______ (*insert name of business*) and an Indigenous person, as defined in <u>Annex 9.4</u>, of the *Supply Manual* entitled "Requirements for the Set-aside Program for Indigenous Business".
- 2. I certify that the above statement is true and consent to its verification upon request by Indigenous Services Canada.

Printed name of owner

Signature of owner

Date

1.5 Language Requirements - English Essential

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

1.6 Education and Experience

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

1.7 Certification:

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



PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

1. Security Requirement

- 1. Before issuance of a standing offer, the following conditions must be met:
 - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A Standing Offer;
 - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7A Standing Offer;
 - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- 2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful Offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
- 3. For additional information on security requirements, Offerors should refer to the <u>Contract</u> <u>Security Program (CSP)</u> of Public Works and Government Services Canada website.
- 4. Offerors should complete the Contract Security Program Application for Registration Form (AFR), at Annex F, and submit it with their offer but may submit it afterwards. If the AFR is not completed and submitted as requested, the Contracting Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the AFR within the time frame provided will render the offer non-responsive.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

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

2. Security Requirement

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

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

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

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

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

3. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> issued by Public Works and Government Services Canada.

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

3.1 General Conditions

2005 (2022-01-28) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from Standing Offer award to November 30, 2023.

4.2 Extension of Standing Offer



If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional **two (2)**, **one (1) year periods**, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority at any time before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

 Name:
 Aimée Legault

 Title:
 Senior Contracting Officer

 Correctional Service of Canada
 NHQ Contracting and Materiel Services

 E-mail address: aimee.legault@csc-scc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, they are responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

5.2 **Project Authority**

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

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

5.3 Offeror's Representative (to be completed by the bidder)

Name:	
Title:	
Organization:	
Address:	

Telephone: ____- ____-E-mail address: ______

6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>*Public Service Superannuation Act*</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.



7. Identified Users

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

Correctional Service of Canada – CORCAN in the province of Alberta CORCAN managers from the various identified institutions in Alberta.

8. Call-up Instrument

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

9. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$_____ (inserted at SO issuance) (Applicable Taxes included).

10. Financial Limitation

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

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

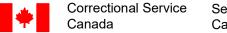
11. **Priority of Documents**

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

- a) the call-up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2022-01-28), General Conditions Standing Offers Goods or Services
- d) the supplemental general conditions 4013 (2022-06-20) Compliance with On-Site Measures, Standing Order, Policies, and Rules;
- e) the general conditions 2010B (2022-01-28); General Conditions Professional Services (Medium Complexity)
- f) Annex A, Statement of Work;
- g) Annex B, Basis of Payment;
- h) Annex C, Security Requirements Check List;
- i) the Offeror's offer dated ______ (insert date of offer), (if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on _____" OR "as amended on _____" and insert date(s) of clarification(s) or amendment(s) if applicable).

12. Certifications and Additional Information

12.1 Compliance



 Service correctionnel Canada

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

12.2 Status of Availability of Resources – Standing Offer

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

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

12.3 Indigenous Business Certification

- 1. The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Indigenous Business" detailed in <u>Annex 9.4</u> of the *Supply Manual*.
- 2. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.
- 3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

13. Applicable Laws

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

B. RESULTING CONTRACT CLAUSES

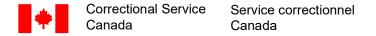
The following clauses and conditions apply to and form part of any contract resulting from a callup against the Standing Offer.

1. Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

2. Standard Clauses and Conditions

2.1 General Conditions



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

2.2 Supplemental General Conditions

4013 (2022-06-20) – Compliance with On-Site Measures, Standing Orders, Policies, and Rules – apply to and form part of the contract

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

2.3 Replacement of Specific Individuals

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

3. Term of Contract

3.1 Period of the Contract

The work must be completed in accordance with the call-up against the Standing Offer.

4. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

5. Payment

5.1 Basis of Payment

Payments will be made in accordance with Annex B - Basis of Payment

5.2 Financial Limitation - Total



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

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 2 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

5.3 Multiple Payments

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

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

5.4 SACC Manual Clauses

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

5.5 Travel and Living Expenses

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

5.6 Electronic Payment of Invoices – Contract (to be confirmed at SO award)

The Contractor accepts to be paid using the following Electronic Payment Instrument(s):

- (a) MasterCard Acquisition Card;
- (b) Direct Deposit (Domestic and International).

6. Invoicing Instructions

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

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

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

7. Insurance



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

8. Liability

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

9. Ownership Control

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

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

10. Closure of Government Facilities

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

11. Tuberculosis Testing

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



- 11.2 Failure to provide proof of and results of a tuberculin test may result in the termination of the contract.
- 11.3 All costs related to such testing will be at the sole expense of the Contractor.

12. Compliance with CSC Policies

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

13. Health and Labour Conditions

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

14. Identification Protocol Responsibilities

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

- 14.1 During the performance of any Work at a Government of Canada site, the Contractor and each Contractor Representative must be clearly identified as such at all times;
- 14.2 During attendance at any meeting, the Contractor or Contractor Representatives must identify themselves as such to all meeting participants;
- 14.3 If the Contractor or a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify themself as the Contractor or an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under the e-mail account Properties. This identification protocol must also be used in all other correspondence, communication, and documentation; and



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

15. Dispute Resolution Services

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

16. Contract Administration

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

17. Privacy

- 17.1 The Contractor acknowledges that Canada is bound by the Privacy Act, R.S.C. 1985, c. P-21, with respect to the protection of personal information as defined in that Act. The Contractor must keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract, and must not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract.
- 17.2 All such personal information is the property of Canada, and the Contractor must have no right in or to that information. The Contractor must deliver to Canada all such personal information in whatever form, including all copies, drafts, working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to this Contract, upon the completion or termination of the Contract, or at such earlier time as the Minister may request. Upon delivery of the personal information to Canada, the Contractor must have no right to retain that information in any form and must ensure that no record of the personal information remains in the Contractor's possession.

18. Information Guide for Contractors

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



ANNEX A - STATEMENT OF WORK

The Correctional Service of Canada (CSC) CORCAN has a requirement to provide vocational safety training with third party certification in *H2S Alive* and *Confined Space* training programs <u>on an as and when requested basis</u>, to groups of offenders at the Pê Sâkâstêw Centre in Maskwacis Alberta.

1.0 Background

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

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

2.0 Objective

To provide vocational safety training programs with third party certification, <u>on an as and when</u> <u>requested basis</u>, to groups of offenders at the Pê Sâkâstêw Centre in Maskwacis Alberta. Upon successful completion of the training, the Contractor must provide the participants with certificates for the following courses:

- 1) H2S Alive Training Must be Energy Safety Canada Certified
- 2) Confined Space Training Must be Energy Safety Canada Certified

<u>Note</u>: These courses may be requested by CORCAN to be delivered separately, at different times, due to operational requirements at the site.

3.0 Tasks

The Contractor must provide:

- a) Certified resource(s) to deliver training sessions for H2S Alive and Confined Space training. The training must include classroom and application of knowledge learned in the classroom in a practical setting with hands-on-exercises for the courses that require it.
- b) Training programs that meet curriculum requirements for participants to obtain certification in H2S Alive and Confined Space;
- All manuals, handouts, materials and necessary equipment for the Contractors' instructor and participants. The Contractor is responsible for transporting instructors and all course materials and equipment to and from the work location site;
- d) Training courses that result in a certification for successful participants, in H2S Alive and Confined Space.

The <u>estimated</u> number of courses for per year is listed below in 5.0 Location of Work. **The** estimated course requirement does not constitute a contractual guarantee and there is no guaranteed minimum number of courses for this location. NOTE: There is no computer availability for Offenders or internet access – All training courses MUST be <u>instructor led / in-class facilitation</u> without offenders requiring access to a computer or internet. Any computer equipment, if required by the instructor requires pre-approval by the delegated Manager.

The Contractor or Contractor's resource (instructor) delivering the training must:

- a) Participate in an orientation at the identified location prior to delivery of training as per section 8.0 Orientation Prior to Course Delivery.
- b) Submit a comprehensive tool list to the Project Authority or delegated Manager two (2) weeks in advance of the program start date;
- c) Arrive, at least, 30 to 45 minutes prior to the start time of the course to allow time for processing by the principal entrance security and resolve any logistical issue, set up and be ready for arrival of participants;
- d) Have all materials prepared for the course as identified in section 8.0 Orientation Prior to Course Delivery;
- e) Ensure area of work is searched at the end of each day and any tool control, attendance management and security procedures are followed as identified in the site orientation prior to course delivery.

4.0 Deliverables

The Contractor must provide:

- a) Sufficient resources (instructors) to facilitate in-class training at the location identified for training.
- b) Training materials, written, practical exercises and testing as required for the completion of the applicable course;
- c) A comprehensive equipment and tool list to the Project Authority or delegated Manager two
 (2) weeks in advance of the program start date;
- All necessary materials which include but are not limited to: manuals, handouts, materials, Personal Protective Equipment (PPE) and Occupational Health Safety (OHS) approved for each program and any other necessary equipment;
- e) Delivery of all materials/equipment to the location prior to start of course (materials/equipment will be stored on site at the location during the course);
- f) A list of successful participants to the delegated Manager;
- g) To the Project Authority, hard copy of certificates for successful participants within 21 days of course completion (by email or mail), as well as the dates of training, the location of training and number of participants.

For each course, CSC CORCAN will provide:

a) Selection of participants with a confirmed number of participants for the course to be provided to the Contractor two working days prior to the course commencement date;



- b) Training facilities of delivery, including classroom and any equipment required for use during classroom instruction (note that all types of media utilized for delivery of the training is subject to pre-approval by the Project Authority and the type of media will be identified in the call-up);
- c) At each location, sufficient space for practical training;
- At each location, sufficient space and access (dependent on site protocols) for the Contractor's Resource to this space, to store all of the Contractor's materials and necessary equipment for the duration of each course; and
- e) CORCAN will provide the names of participants for each training session. If any additional information is required for certification and/or registration by the Contractor, it will need to be collected directly from the participant by the Contractor.

CSC CORCAN, Project Authority will provide a list to the Contractor of the delegated manager for the CSC institutional location upon award of the Standing Offer.

The Project Authority or delegated Manager for the CSC institutional location will work with the Contractor to determine course delivery dates.

5.0 Location of work

The Contractor must perform the work at the CSC Institution location as identified below.

CSC Institution	Security Classification	Estimated Number of Sessions/Year
Pê Sâkâstêw Centre Highway 2A PO Box 1500 Maskwacis AB, T0C 1N0	Minimum Security Facility	<i>Up to 3 courses</i> <i>each</i> for H2S Alive and Confined Space Training

The estimated number of courses for each program per year is included above. The estimated course requirement does not constitute a contractual guarantee and there is no guaranteed minimum number of courses.

The minimum number of participants per course is 8, and the maximum number of participants per course is 15.

Travel –

There will be no travel and living expenses associated with this Standing Offer. Under a resulting contract, Canada will not accept any travel and living expenses that may need to be incurred by the Contractor.

6.0 Hours of Work

The Contractor must provide training during the available location operational hours (Monday to Friday, 8:00 am to 4:00 pm);



Expected hours available for training at a <u>Community and Minimum Security Level Institution is 8</u> hours per day.

Specific times may vary slightly (start a bit later, end a bit earlier) at each location and will be identified at the time of the call-up for services. All locations will have a 30 to 90 minute shut down period during lunch for operational reasons. The shut-down period for lunch will be identified at the time of call-up for services.

7.0 Language of Work

The Contractor's Resources must deliver the courses (read, communicate orally and in writing) in English.

8.0 Orientation Prior to Course Delivery

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

COVID-19 Mitigation Plans:

Due to the COVID-19 pandemic situation, the number of participants in a vocational training session may vary depending on the availability of training space that will allow for compliance with COVID-19 mitigation requirements. The number of participants shall always be determined with consideration to opportunity for physical distancing.

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

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

9.0 Meetings

The Project Authority may call a meeting at any time to resolve urgent matters, and/or resolve any issues or concerns. The location, date and time will be agreed upon between the Project Authority and Contractor.

10.0 Limitations and Constraints

a) Courses are delivered to federally sentenced offenders who are incarcerated at federal institutions (including minimum, medium and maximum security inmates). Policies related to



security classification determination and federal institutions can be found on the following CSC website: <u>www.csc-scc.gc.ca</u>;

- b) Participants may exhibit difficult or resistant behaviour;
- c) There may be delays entering the location. All items brought into the location must be inspected, x-rayed and may be tested for contraband;
- d) Individuals entering the location may also be subject to search procedures (for example dog search, ion scan, walk through metal detector, etc.);
- e) No computer availability for Offenders or internet access All courses MUST be instructor led/in-class facilitation;
- f) Courses may be delayed or cancelled due to operational requirements at the location. For example, scheduling conflicts, institutional shut downs, emergency situations which may modify the course schedule in part or in whole.

11.0 Cancellation

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

In the event that a cancellation occurs and a notice of 24 hours isn't provided and in case of a lockdown when the Contractor is on site, the Contractor will be entitled to bill CSC the full value of one day of the course cost.



ANNEX B - PROPOSED BASIS OF PAYMENT

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

1.0 Professional Services provided with a Firm Price:

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

If the Bidder adds any conditions or makes changes to the pricing schedule, the Bidder's financial bid will be declared non-responsive.

2.0 Rates

Prices are to be Firm Unit price per Participant.

<u>Note:</u> The courses may be requested by CORCAN to be delivered separately, at different times, due to operational requirements at the site.

A - Standing Offer Period - From Standing Offer award to November 30, 2023

Description: Safety Training as described in Annex A Statement of Work	All-inclusive firm rate per participant
	Α
1) H2S Alive Training	\$
2) Confined Space Training	\$
TOTAL column A	\$

3.0 Options to Extend the Standing Offer Period:

Subject to the exercise of the option to extend the Standing Offer period in accordance with Article <u>4.2</u> of the original Standing Offer, Options to Extend the Standing Offer, the Contractor will be paid the firm all inclusive rate(s) in accordance with the following table, Applicable Taxes extra, to complete all Work and services required to be performed in relation any call-up issued as a result of the Standing Offer extension.

B – Option Period 1 - From December 1, 2023 to November 30, 2024

Description: Safety Training as described in Annex A Statement of Work	All-inclusive firm rate per participant
	A
1) H2S Alive Training	\$



2) Confined Space Training	\$
TOTAL column A	\$

C – Option Period 2 - From December 1, 2024 to November 30, 2025

Description: Safety Training as described in Annex A Statement of Work	All-inclusive firm rate per participant
	1A
1) H2S Alive Training	\$
2) Confined Space Training	\$
TOTAL column A	\$

4.0 Applicable Taxes

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

5.0 Electronic Payment of Invoices - Offer

Canada requests that Offerors complete option 1 or 2 below:

1. () Electronic Payment Instruments will be accepted for payment of invoices.

The following Electronic Payment Instrument(s) are accepted:

- () MasterCard Acquisition Card;
- () Direct Deposit (Domestic and International);

2. () Electronic Payment Instruments will not be accepted for payment of invoices.

The Offeror is not obligated to accept payment by Electronic Payment Instruments.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.



Government Gouvernement

ANNEX C - SECURITY REQUIREMENTS CHECK LIST

DSD-NHQ5015

Contract Number / Numéro du contrat

PROTECTED and/or CLASSIFIED information of assets is permitted. Le fournisseur et ses employés (c). ex. nettoyeurs, personnel d'interteine) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTECES et/ou CLASSIFIES n'est pas autorisé. 6. c) ls this a commercial courier or delivery requirement with no overnight storage? No 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 N/A No release restrictions / Restrictions relatives à la diffusion No release restrictions / Restrictions relatives à la diffusion Not release restrictions relative à la diffusion Not release restrictions relative à la diffusion Not release restrictions relative à la diffusion Not release actifications / Restricted to: / Limité à : Specify country(ies): / Préciser le(s) pays : PROTECTED A PROTECTED A PROTECTED A PROTECTED C	of Canada	du Canada			21C50-22-4070195					
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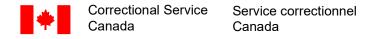
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Security Classification / Classification de sécurité Unclassified

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ANNEX D - EVALUATION CRITERIA

1.0 Technical Evaluation:

- 1.1 The following elements of the offer will be evaluated and scored in accordance with the following evaluation criteria.
 - Mandatory Technical Criteria

It is <u>imperative</u> that the offer <u>address each of these criteria</u> to demonstrate that the requirements are met.

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

1.6 Response Format

- I. In order to facilitate evaluation of offers, it is recommended that Offerors' offers address the mandatory criteria in the order in which they appear in the Evaluation Criteria and using the numbering outlined.
- II. Offerors 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 offer does



not include the required month and year for the start date and end date of the experience claimed.

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

MANDATORY TECHNICAL CRITERIA -

#	Mandatory Technical Criteria <mark>H2S ALIVE</mark>	Offeror Response Description (include location in offer)	Met/Not Met
M1	*Industry Certification of <u>H2S ALIVE</u> Training:		
	The bidder MUST provide proof of documentation demonstrating that the <u>H2S ALIVE training is certified by</u> Energy Safety Canada.		
	"Proof of documentation" from Energy Safety Canada may be in the form of a letter or certificate.		
	It is the Bidder's responsibility to clearly demonstrate that the training is certified by Energy Safety Canada. Failure to do so will result in your proposal being deemed non-responsive.		
M2	Certification to instruct H2S ALIVE:		
	The bidder <u>MUST</u> provide:		
	 the name of the proposed resource(s) certified to instruct H2S Alive. 		
	 <u>current</u>, <u>valid</u> documentation from Energy Safety Canada which demonstrates that the resource is certified to instruct the industry certified H2S training, as defined under M1. (e.g. certificates and/or letter(s)), 		
	It is the bidder's responsibility to clearly show how the proposed resource(s) meet the certification to instruct as required in the above criteria. Failure to do so will result in your proposal being deemed non-responsive.		
М3	Experience in instructing H2S ALIVE:		
	The Bidder's proposed resource(s) must EACH have delivered a <u>minimum of six (6) courses</u> as a current certified instructor instructing the H2S Alive course with experience being <u>within the last three (3) years</u> from bid solicitation closing date.		



To demonstrate experience for EACH resource being proposed the Bidder must provide:		
 a) Resource name b) Client's name and contact info; c) Start and end date of each course facilitated (day/month/year to day/month/year) 		
It is the bidder's responsibility to clearly show how the proposed resource(s) meet the above experience criteria. Failure to do so may result in your proposal being deemed non-responsive.		
NOTE: FOR M3 criteria - If not all information is provided with the proposal, Canada will request it and the bidder will have <u>24 hours</u> from the time of the request to provide it.		

#	Mandatory Technical Criteria CONFINED SPACE	Offeror Response Description (include location in offer)	Met/Not Met
Μ4	 *Industry Certification of <u>CONFINED SPACE</u> Training: The bidder MUST provide proof of documentation demonstrating that the <u>Confined Space training is certified</u> by Energy Safety Canada "Proof of documentation" from Energy Safety Canada may be in the form of a letter or certificate. It is the Bidder's responsibility to clearly demonstrate that the training is certified by Energy Safety Canada. Failure to do so will result in your proposal being deemed non-responsive. 		
Μ5	 Certification to instruct CONFINED SPACE: The bidder <u>MUST</u> provide: the name of the proposed resource(s) certified to instruct Confined Space training. <u>current</u>, <u>valid</u> documentation from Energy Safety Canada which demonstrates that the resource(s) is certified to instruct the industry certified Confined Space training, as defined under M4. (e.g. certificates and/or letter(s)), It is the bidder's responsibility to clearly show how the proposed resource(s) meets the certification to instruct as required in the above criteria. Failure to do so will result in your proposal being deemed non-responsive. 		



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M6	Experience instructing CONFINED SPACE:	
	The Bidder's proposed resource(s) must have EACH delivered a <u>minimum of six (6) courses</u> as a current certified instructor in instructing the Confined Space course, with experience being <u>within the last three (3)</u> <u>years</u> from bid solicitation closing date.	
	To demonstrate experience for EACH resource being proposed the Bidder must provide:	
	 a) Resource name b) Client's name and contact info; c) Start and end date of each course facilitated (day/month/year to day/month/year) 	
	It is the bidder's responsibility to clearly show how the proposed resource(s) meet the above experience criteria. Failure to do so could result in your proposal being deemed non-responsive.	
	NOTE: FOR M6 criteria - If not all information is provided with the proposal, Canada will request it and the bidder will have <u>24 hours</u> from the time of the request to provide it.	

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

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

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

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

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

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

What should I know before I return to an institution?

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

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

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

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

What should I know when I arrive at an institution?

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

What can I expect in an institution?

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

You will be required to wear a mask on the premises at all times. We encourage you to bring your own, however if you arrive without one, CSC will provide one. You will also be required to clean



and sanitize your hands at the main entrance and throughout the day as you move about the facility.

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

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

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

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

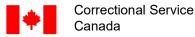
- Active screening of all persons entering CSC institutions.
- Masks are being provided to all offenders and staff to wear. Contractors are also required to wear a mask, and will be provided with one if they do not have their own.
- Physical distancing of two meters is being enforced.
- Office doors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

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

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

Have more questions?

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



ANNEX F - 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 <u>privacy - PSPC (tpsgc-pwgsc.gc.ca)</u> and the TBS standardpersonal 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 informationfrom 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 <u>TPSGC.ViePrivee-Privacy.PWGSC@tpsqc-pwgsc.gc.ca</u>. 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 Officeof 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. <u>ALL</u> Foreign based firms must contact the <u>International Industrial Security</u> <u>Directorate (IISD)</u> for more information on thesecurity 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 orrows 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 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 orterritorial 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
 - o Corporation refers to an entity having authority under the law to act as a single person distinct

from the shareholders whoown it and having rights to issue stock and exist indefinitely.

- Provide the following information to substantiate this "Type of Organization" selection:
 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 <u>all</u> 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. Amanagement 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 <u>all</u> 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 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 E - Ownership Information

- For the purposes of the CSP, the following interpretations are applicable:
 - **Direct (or registered) ownership** are <u>all</u> 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) outstandingshares 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), standingoffers (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)			
3. Type of organization - Indicate the type of organization (select oneonly)	n and provide the required validation documentation		
Sole proprietor			
Partnership			
Corporation			
Private			
Public			
Other (specify)			
4. Provide a brief description of your organization's general b	usiness 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	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 structuree 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 ContractSecurity 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 <u>all</u> 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 - OW	NERSHIP LEVEL 3		
If there is any additio If not, please indicate N/A (r		the previous section (E-2) please pro	ovide the information below.
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, supplyarrangements, standing offers, etc.



Contract, lease, SA, SO, etc. number	Client / contracting authority	Security Type & level	Expir y date (dd- mm- yyyy)
SECTION G - CERTIFICATE COMPLETE THIS SECTION	ION AND CONSENT (ONLY AN)	OFFICER IDENTIFIED IN SEC	TION C MAY
comply with theresponsibilities consent to the collection, use notify the Contract Security of address, phone number,	ation contained in this application is s outlined in the Public Services and and disclosure of my personal infor y Program of any changes to the contact information, change in ement / leadership team and o	d Procurement Canada's Contract mation for the purposes as descri e organization including but no security officers, officers and	Security Manual and bed above. I agree to ot limited to: change
Position title		Telephone number (include exte	ension number if any)
Facsimile number		Email address	
Signature		Date (dd-mm-yyyy)	
FOR USE BY THE PSPC'S	CONTRACT SECURITY PROGRAM	и И	
Recommendations			
Recommended by e-signature	2	Approved by e-signature	

Recommended by e-signature	Approved by e-signature