

Service correctionnel Canada

RETURN OFFERS TO : RETOURNER LES OFFRES À :	Title — Sujet:	
Bid Receiving - Réception des	Food Safe – Vocational Train	
soumissions:	Solicitation No. — №. de I'invitation	Date: October 30, 2023
VIA EMAIL TO :	21C80-24-4435608	
Bidsubmissions.GEN-	Client Reference No. — Nº. de	e Référence du Client
NHQContracting@CSC-SCC.gc.ca		
This is the only acceptable email address for responses to the Request for Standing Offer. Offers submitted by email directly to the Standing Offer	GETS Reference No. — №. de	e Référence de SEAOG
Authority or to any other email address will not be accepted.	Solicitation Closes —	Time Zone
	L'invitation prend fin	Fuseau horaire
REQUEST FOR A STANDING	at / à : 2 :00 p.m.	Pacific Standard Time (PST)
OFFER	On / Le : November 21, 2023	
DEM ANDE D'OFFRE À COMMANDES	<b>Delivery Required — Livraison e</b> See herein – Voir aux présentes	xigée :
Regional Master Standing Offer (RMSO) Offreà commandes maître régionale (OCMR)	<b>F.O.B. — F.A.B.</b> Plant – Usine: Destinat	ion: x Other-Autre:
Canada, as represented by the Minister of the Correctional Service of Canada, hereby requests a	Address Enquiries to — Sour Linda Mandeville Linda.mandeville@csc-scc.gc.ca	-
Standing Offer on behalf of the Identified Users herein.	Telephone No. – N° de téléphone:	Fax No. – № de télécopieur:
Le Canada, représenté par le ministre du Service	438-357-6503	
correctionnel Canada, autorise par la présente, une	Destination of Goods, Services a Destination des biens, services of	
offre à commandes au nom des utilisateurs identifiés énumérés ci-après.	Multipleasper call-up	
Comments — Commentaires :	Multiples, selon la commande subs	équente.
Comments — Commentaires :	Security – Sécurité	
Vendor/Firm Name and Address — Raison sociale et adresse du fournisseur/de		includes provisions for security. ndes comprend des dispositions en matière
l'entrepreneur :	Instructions: See Herein Instructions : Voir aux présentes	
	-	ed to sign on behalf of Vendor/Firm é du fournisseur/de l'entrepreneur
	Name / Nom	Title / Titre
Telephone # — Nº de Téléphone :		
Fax # — No de télécopieur :	Signature (Sign and return coverpage wi	Date
Email / Courriel :	Signer et retourner la page de o	
GST # or SIN or Business # — № de TPS ou NAS ou № d'entreprise :		

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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.

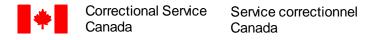
The Annexes include the Statement of Work, the Basis of Payment and any other annexes.

#### 2. Summary

- 2.1 The Correctional Service of Canada (CSC) has a requirement to provide third party certification in Food Safe training courses to groups of offenders at the various institutions in the Pacific Region listed in the Annex A Statement of Work. Upon successful completion of the training, the participants are to be provided with certificates.
  - The Identified User authorized to make call-ups against the Standing Offer is:

Correctional Service of Canada, CORCAN in the Pacific Region. CORCAN managers from the various institutions identified in the Annex A – Statement of Work.

- The period of the Standing Offer is from award date to January 31, 2025 with an additional four (4), one (1) year period.
- 2.2. "Further to Article 800 of the Canadian Free Trade Agreement (CFTA), CFTA does not apply to this procurement."



#### 3. Security Requirements

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

#### 4. Revision of Departmental Name

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

#### 5. Debriefings

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

#### 6. Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$26,400 for goods and \$105,700 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at 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.

#### 7. Multiple Standing Offers

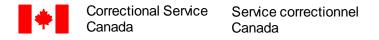
CSC may award up to a maximum of two (2) Standing Offers **one (1) per each stream** as a result of this request for standing offer.

One (1) standing offer (SO) for Stream 1 – Fraser Valley Area; and

One (1) standing offer (SO) for Stream 2 - William Head Institution

Bidders may submit a bid for one or both streams. However, bidders submitting a bid for both streams must be able to provide Food Safe certificate courses to all of the institutional site(s) listed within the streams for which they are submitting a bid.

Bidders must also be able to supply sufficient resources for the required services for all streams for which they are submitting a bid.



#### 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 (2023-06-08) 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 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. A 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.

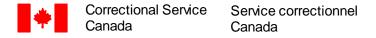
"pension" means a pension or annual allowance paid under the <u>Public Service</u> <u>Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable 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. 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 British Columbia.

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



#### **PART 3 - OFFER PREPARATION INSTRUCTIONS**

#### 1. Offer Preparation Instructions

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

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

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

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

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

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

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

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

#### 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.

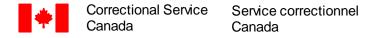
#### Section II: Financial Offer

Offerors must 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.

1.2 The Company Security Officer (CSO) must ensure through the <u>Contract Security Program</u> (<u>CSP</u>) that the Offeror and proposed individual(s) hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.



#### 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

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 non-compliant.

The financial evaluation will be done per stream, as per the following including the firm year and the optional years.

#### EXAMPLE:

Stream 1 – Fraser Valley Area (Column A x column C) = D total value for the firm year and option 1 and (Column A x column E) = F for option 2, and (Column A x column G) = H for option 3, and (Column A x column I) = J for option 4 (sum of 5 periods).

Stream 2 – William Head Institution (Column A x column C) = D total value for the firm year and option 1 and (Column A x column E) = F for option 2, and (Column A x column G) = H for option 3, and (Column A x column I) = J for option 4 (sum of 5 periods).

#### 2. Basis of Selection

#### 2.1 Basis of Selection – Mandatory Technical Criteria Only

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price per Stream will be recommended for issuance of a standing offer. A maximum of up to two (2) standing offers may be awarded.



#### 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.

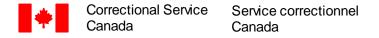
The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the 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:
  - it has read and understands the Ineligibility and Suspension Policy;
  - 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;
  - 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;
  - 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;
  - 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
  - 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.

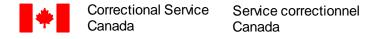
#### 1.3 Security Requirements – Required Documentation

In accordance with the requirements of the <u>Contract Security Program</u> of Public Works and Government Services Canada, the Offeror must provide a completed Application for Registration (AFR) form to be given further consideration in the procurement process.

Offerors are reminded to obtain the required security clearance and, as applicable, security capabilities promptly. As indicated above, offerors who do not provide all the required information at solicitation closing will be given the opportunity to complete any missing information from the AFR form within a period set by the Standing Offer Authority. If that information is not provided within the timeframe established by the Standing Offer Authority (including any extensions granted by the Standing Offer Authority in its discretion), or if Canada requires further information not required by the AFR), the Offeror will be required to submit that information within the time period established by the Standing Offer Authority, which will not be less than 48 hours. If, at any time, the Offeror fails to provide the required information within the timeframe established by the Contracting Authority, its offer will be declared non-compliant.

#### 1.4 Status and Availability of Resources

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



#### 1.5 Language Requirements - English

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 REQUIREMENT**

#### 1. Security Requirements

- 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;
- 2. Before access to sensitive information is provided to the Offeror, the following conditions must be met:
  - (a) the Offeror's proposed individuals requiring access to sensitive information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 – Standing Offer and Resulting Contract Clauses;
  - (b) the Offeror's security capabilities must be met as indicated in Part 7 Standing Offer and Resulting Contract Clauses.
- 3. For additional information on security requirements, Offerors should refer to the <u>Contract</u> <u>Security Program (CSP)</u> of Public Works and Government Services Canada website.



#### PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

#### A. STANDING OFFER

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

#### 2. Security Requirement

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

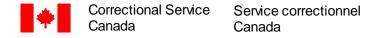
#### SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE No. 21C80-24-4435608

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

#### 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 (2022-12-01) 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 issuance to January 31, 2025.

#### 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 4 period, from February 1, 2025 to January 31, 2029 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.

#### 4.3 Transition Period

The Offeror acknowledges that the nature of the services provided under the Standing Offer requires continuity and that a transition period may be required at the end of the Standing Offer. The Offeror agrees that Canada may, at its discretion, extend the Standing Offer by a period of **3 months** under the same conditions to ensure the required transition. The Offeror agrees that, during the extended period of the Standing Offer, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

The Standing Offer Authority will advise the Offeror of the extension by sending a written notice to the Offeror at any time before the Standing Offer expiry date. The extension will be evidenced for administrative purposes only, through a Standing Offer amendment.

#### 5. Authorities

#### 5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Linda Mandeville Title: Senior Procurement Officer Correctional Service of Canada Branch or Directorate: Contracting and Materiel Services Address: 340 Laurier Ave, W., Ottawa, ON, K1A 0P9 Telephone: 438-357-6503 E-mail address: linda.mandeville@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, the Standing Offer Authority is 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

Name:	
Title:	
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: 2019-01</u> of the Treasury Board Secretariat of Canada.

#### 7. Identified Users

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

Correctional Service of Canada CORCAN in the Pacific Region. CORCAN managers at the Fraser Valley Area and William Head Institution.

#### 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.

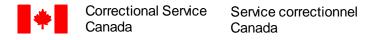
#### 9. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$\_\_\_\_\_\_(will be filled out at Standing Offer 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 \$\_\_\_\_\_ (will be filled out at Standing Offer 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 3 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 (2022-12-01), General Conditions Standing Offers Goods or Services
- d) the supplemental general conditions 4013 (2022-06-20), Compliance with On-Site Measures, Standing Orders, Policies, and Rules
- e) the general conditions 2010B (2022-12-01), 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) Annex D, Insurance Requirements;
- j) the Offeror's offer dated \_\_\_\_\_.

#### 12. Certifications and Additional Information

#### 12.1 Compliance

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

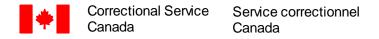
#### 12.2 SACC Manual Clauses

#### 12.2.1 Status and Availability of Resources

SACC Manual clause M3020C (2016-01-28) Status and Availability of Resources – Standing Offer

#### 13. Applicable Laws

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



#### 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 (2022-12-01), 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.

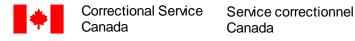
#### 2.3 Replacement of Specific Individuals

- 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: 2019-01</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 Limitation of Expenditure

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

whichever comes first.

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

#### 5.3 Multiple Payments

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

- 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 (will be filled out at Standing Offer issuance)

#### 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. a copy of time sheets to support the time claimed.
- b. class roster and copies of all certificates.
- c. final assessments for each participant.
- 2. Invoices must be distributed as follows:
  - a. One (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract.

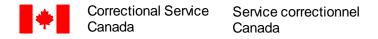
#### 7. Insurance – Specific Requirements

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

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection. The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

#### 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

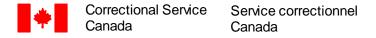
- 10.1 Contractor personnel are employees of the Contractor and are paid by the Contractor on the basis of services rendered. Where the Contractor or the Contractor's employees are providing services on government premises pursuant to this Contract and the said premises become non accessible due to evacuation 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 His 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 His Majesty at such time as the Project Authority or His Majesty may reasonably request."

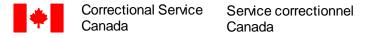
#### 14. Identification Protocol Responsibilities

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

- 14.1 During the performance of any Work at a Government of Canada site, the Contractor and each Contractor Representative must be clearly identified as such at all times;
- 14.2 During attendance at any meeting, the Contractor or Contractor Representatives must identify themselves as such to all meeting participants;
- 14.3 If the Contractor or a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify themself as the Contractor or an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under the e-mail account Properties. This identification protocol must also be used in all other correspondence, communication, and documentation; and
- 14.4 If Canada determines that the Contractor is not complying with any of the obligations stated in this article, Canada will advise the Contractor and request that the Contractor implement, without delay, appropriate corrective measures to eliminate recurrence of the problem.

#### 15. Dispute Resolution Services

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



#### 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 Om

#### 17. Privacy

- 17.1 The Contractor acknowledges that Canada is bound by the Privacy Act, R.S.C. 1885, 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 – FOOD SAFE

The Correctional Service Canada is committed to providing programming to federally sentenced offenders to meet their employment needs, consistent with community standards and labour market conditions. To meet these needs, vocational training is offered to offenders serving a federal sentence.

#### 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 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.

#### 1.2 Objective

To provide a series of FOOD SAFE Certificate courses recognized by the Provincial Regulatory Body that will apply to various industries in food service, hospitality and tourism to groups of offenders at Federal Institutions in the province of British Columbia. Upon successful completion of this training, offenders must be provided with a valid 3rd party certificate that will allow them to work in jobs requiring FOOD SAFE Certification.

#### 1.3 Tasks

#### The Contractor must:

- Provide qualified instructor(s) certified to deliver Food Safe training to offenders;
- Provide FOOD SAFE courses to accepted standards set by BC Center for Disease BC Centre for Disease Control (BCCDC) and the Regional Health Authorities of British Columbia;
- Provide the curriculum required to provide certified FOOD SAFE training to offenders at the Identified federal correctional institutions in the Pacific Region British Columbia or at community locations identified at the time of delivery by the Project Authority;
- Administer exams and/or competency assessments directly related to the skills and defined competency accepted by the BC Centre for Disease Control (BCCDC) and the Regional Health Authorities of British Columbia for FOOD SAFE certificate course;
- Register the successful students with the appropriate authority and ensure the delivery of all certificates to the Designated Manager at the site where the program is delivered within 21 days of course delivery;



• Provide a program which will be given over a period of 1 day, must contain classroom instruction and practical hands on exercises of Food Safe that will include, but is not limited to the following course content:

FOOD SAFE (1 day):

- Food safety
- Worker safety
- Foodborne illness
- Receiving and storing food
- Preparing food
- Serving food
- Cleaning and sanitizing

#### The Contractor's resource (instructor) must:

- Participate in an orientation prior to delivery of training as per section 1.8 Orientation Prior to Course Delivery;
- Work with the Project Officer to determine course dates;
- 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;
- 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;
- Perform the assessments necessary for the completion of the Food Safe course;
- Report all incidents, theft, missing tools/supplies, or concerns at the earliest
  opportunity possible to program and/or security staff; and
- Complete observation reports when requested by staff.

#### 1.4 Deliverables

The deliverables that the Contractor must produce includes, but are not limited to, the items below:

#### The Contractor must provide the following:

- a) Sufficient resources (instructors) to facilitate Food Safe course for each location for which the Contractor has been identified to provide services;
- b) All necessary training materials written, practical exercises, and testing and equipment as required for the completion of the applicable course;
- c) Educational tools and classroom supplies including but not limited to binders, papers, and pencils;
- d) A copy of a class list and all original certificates delivered to the site and provided to the Project Authority as evidence when invoicing in addition to a class roster with course results;
- e) Original certificates must be provided to the site within 21 days.



#### Correctional Service Canada CORCAN will provide:

- a) Selection of participants with a confirmed number of participants for the course to the Contractor 1 week prior to the course commencement date;
- b) Training facilities of delivery, including classroom and any equipment required for use during classroom instruction (note all types of media utilized for delivery of the training is subject to pre-approval by the Project Authority and the type of media will be identified in the call-up);
- c) Gate passes a minimum of 2 weeks in advance to ensure time for review and signing;
- d) Gloves and steel toe boots for all participants as needed;
- e) Cleaning supplies as required;
- f) Site orientation and review of local security policies and procedures.

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

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

#### **Estimated volume**

The estimated number of training sessions per year for each location is listed below in 1.5 Location of Work. The estimated number of training sessions does not constitute a contractual guarantee and there is no guaranteed minimum number of courses at each location.

The **minimum number** of participants per course is **10** and the **maximum number** of participants per course is **25**.

#### 1.5 Location of work

a. The Work under this standing offer will be performed at various CSC institutions in the British Colombia Region as listed below:

The Contractor must travel to any of the following locations to perform the work under this contract.

#### A. Stream 1 – Fraser Valley

CSC Institution	Security Classification	Estimated Number of courses per year
Mission Minimum Institution 33737 Dewdney Trunk Road, Mission, BC V2V 4L8	Minimum Security Facility	3 Session
Mission Medium Institution PO Box 60, 8751 Stave Lake Street, Mission, BC V2V 4L8	Medium Security Facility	3 Session
Mountain Institution PO Box 1600, 4732 Cemetery Rd, Agassiz, BC V0N 1A0	Medium Security Facility	2 Session
Kwìkwèxwelhp Healing Village PO Box 110, Morris Valley Rd, Harrison Mills, BC V0M 1L0	Minimum Security Facility	2 Session
Pacific Institution 33344 King Road, Abbotsford, BC V2S 4P4	Multi-Level Facility	2 Session



Matsqui Institut PO Box 2500, 3 Abbotsford, BC	33344 King Rd,	Medium Security Facility	2 Session
Fraser Valley In 33344 King Rd, V2S 6J5	stitution Abbotsford, BC	Multi-Level Facility	2 Session

#### B. Stream 2 – William Head

CSC Institution	Security Classification	Estimated Number of courses per year
William Head Institution PO Box 6000, William Head Road, Victoria, BC V9C 0B5	Minimum Security Facility	2 Sessions

#### 1.6 Language of Work

The Contractor must perform all work in ENGLISH.

#### 1.7 Training schedule

The Contractor must provide the training during the available location operational hours (Monday to Friday from 8:00 am to 3:30 pm. Any other delivery time will be subject to the approval of the project officer and the institutional head.

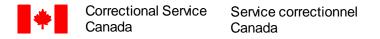
The duration of the program is one (1) day for a minimum of six (6) hours per day.

#### 1.8 Orientation Prior to Course Delivery

Prior to the delivery of each course, the Contractor must participate in an orientation, be briefed on the policies and procedures including security procedures, delivery and storage of materials/equipment, and review any logistical questions and other information necessary prior to course commencement. This may last up to 3 hours and may be delivered via telephone, video conference, or in person, as determined by the Designated Manager at each site. A site orientation will also be required prior to the commencement of the contract delivery. This may take up to 2 hours.

#### 1.9 Meetings

- 1. It is expected that an initial meeting will be arranged between the Project Authority and Contractor, which will allow the Project Authority to ensure that the Contractor understands the scope of the work and to answer any questions. In addition, regular meetings may be organized as required, depending on the progress of the course.
- 2. The Contractor will immediately report to the Project Authority by telephone and followup e-mail any urgent issues raised during the course of the work that may affect the progress of the work. All injuries or security concerns / incidents must be reported immediately.



#### 1.10 Limitations and Constraints

- Courses are delivered to federally sentenced offenders who are incarcerated at federal institutions (including minimum, medium and maximum security inmates) and to offenders under community supervision at community based locations identified by the Project Authority;
- The Contractor's instructor(s) must maintain a strictly monitored tools/equipment inventory at the site of delivery and provide a signed off copy to security daily;
- Participants may exhibit difficult or resistant behaviour;
- There may be delays clearing principal entrance security. All items brought into the institution must be inspected, x-rayed, and may be tested for contraband. Prescription medication, cannabis and tobacco products are restricted;
- Detailed equipment/supply lists required for the delivery of the program and personnel security clearance forms must be pre-approved via submission to the Project Authority no later than 14 days prior to a program start date;
- Courses may be delayed due to operational requirements in the institution;
- All personnel must follow all rules and regulations of the federal institution, including meeting all security requirements and knowing what items are not permitted.

#### 1.11 Cancellation

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



### ANNEX B

### **PROPOSED BASIS OF PAYMENT**

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

1. 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 Standing Offer based on the firm, all-inclusive rates set out in this Annex, Applicable Taxes extra.

The estimated number of courses for each program for each location is listed below. The following estimated course requirement does not constitute a contractual guarantee and there is no guaranteed minimum number of courses at each location.

\* The estimated number of participants per sessions (courses) represented below is for the evaluation purposes ONLY.

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

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

#### 2. Rates

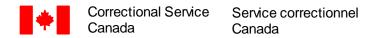
The All inclusive Firm Unit Price includes the instructor and all required materials, equipment, supervision, travel and transportation to the various Institutional sites as set out in Annex A.

Missio	n 1: Fraser Valley Area on Minimum, Mission Medium, Mo e, Pacific, Matsqui and Fraser Val	· ·	elhp Healing		eriod – From ance to January 31, 2025
ltem No.	Site (Institution)	Estimated Number of Sessions (courses) per year	Estimated Number of Participants per group per sessions (courses)	All inclusive Firm Unit Price <u>per cours</u> e	Total ( A x B x C = D )
		Α	В	C	D
1	Fraser Valley Area	16	25	\$	\$
				Total colum n D	\$

Strean	12: William Head Institution				Period – From Jance to January 31, 2025
ltem No.	Site (Institution)	Estimated Number of Sessions (courses) per year	Estimated Number of Participants per group per sessions (courses)	All inclusive Firm Unit Price <u>per course</u>	Total ( A x B x C = D )
		Α	В	С	D
1	William Head	2	25	\$	\$
				Total colum n D	\$

#### 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 **4.2 Extension of Standing Offer** of the original Standing Offer, Options to Extend the Standing Offer, the Contractor will be paid the firm all inclusive Unit Price per course, 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.



Miss	m 1: Fraser Valle sion Minimum, Mis wèxwelhp Healin and Fraser V	ssion Mediur g Village, Pac	ific, Matsqui	-	ΓΙΟΝ 1 to January 31, 2026		ION 2 to January 31, 2027	OPTI February 1, 2027 to		-	TON 4 to January 31, 2029
ltem No.	Site (Institution)	Estimated Number of Sessions (courses) per year	Estimated Number of Participants per group per sessions (courses)	All inclusive Firm Unit Price <u>per course</u>	Total ( A x B x C = D )	All inclusive Firm Unit Price <u>per course</u>	Total ( A x B x E = F )	All inclusive Firm Unit Price <u>per course</u>	Total ( A x B x g = h )	All inclusive Firm Unit Price <u>per course</u>	Total ( A x B x I = J )
		A	В	С	D	E	F	G	н	I	J
1	Fraser Valley Area	16	25	\$	\$	\$	\$	\$	\$	\$	\$
				Total colum n D	\$	Total colum n F	\$	Total column H	\$	Total column J	\$

Strea	m 2: William Hea	d Institution		OP <sup>.</sup>	TION 1	OPT	ION 2	OP	FION 3	OPT	ION 4
				February 1, 2025	to January 31, 2026	February 1, 2026 t	o January 31, 2027	February 1, 2027	to January 31, 2028	February 1, 2028	to January 31, 2029
ltem No.	Site (Institution)	Estimated Number of Sessions (courses) per year	Estimated Number of Participants per group per sessions (courses)	All inclusive Firm Unit Price <u>per course</u>	Total ( A x B x C = D )	All inclusive Firm Unit Price <u>per cours</u> e	Total ( A x B x E = F )	All inclusive Firm Unit Price <u>per course</u>	Total ( A x B x G = H )	All inclusive Firm Unit Price <u>per course</u>	Total ( A x B x I = J )
		A	В	С	D	E	F	G	Н	I	J
1	William Head	2	25	\$	\$	\$	\$	\$	\$	\$	\$
				Total colum n D	\$	Total column F	\$	Total colum n H	\$	Total column J	\$



Stream 1 – Grand total – initial year + options 1 to 4	\$
Stream 2 – Grand total – initial year + options 1 to 4	\$

#### 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 of \$</ <tr>

   To Be Inserted at Standing Offer Award>
   are included in the
   total estimated cost shown on page 1 of this Standing Offer. The estimated Applicable Taxes will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which taxes do not apply, are to be identified as such on all invoices. The Offeror agrees to remit to Canada Revenue Agency (CRA) any amounts of Applicable Taxes or due.

#### 5.0 **Electronic Payment of Invoices - Offer**

Canada requests that Offerors complete option 1 or 2 below:

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

The following Electronic Payment Instrument(s) are accepted:

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

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

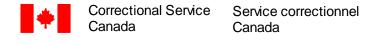
The Offeror is not obligated to accept payment by Electronic Payment Instruments.

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



#### ANNEX C SECURITY REQUIREMENTS CHECK LIST

Le fournisseur aux-i-à accès à des marchandises contrôbles?       Non       Out         Non       Non       Out         Non       Non       Non       Out         Non       Non       Out       Non       Out         Non       Non       Non       Out       Non       Out         Non       Non       Out       Non       Out       Non       Out         Le fournisseur aura-L-i accès à des doncés techniques militaires non classifiés qui sont assuighties aux dispositions du Règlement       Non       Non       Out         Non       Non       Non       Non       Non       Non       Non       Out         I chardits the type of access requis       Non		DSD	-QUE5561
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#### ANNEX D INSURANCE REQUIREMENTS

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



- n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- Litigation Rights: Pursuant to subsection 5(d) of the <u>Department of Justice Act</u>, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.
   For the province of Quebec, send to:

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

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

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

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



#### ANNEX E 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 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	Bidder Response Description (include location in bid)	Met/Not Met
M1	Sample Certificate Upon successful completion of a course, the Contractor must provide a copy of a <u>provincially recognized</u> * certificate to each participants. (see provincially recognized definition below).		
	<i>The Bidder must provide:</i> a) A sample certificate		
M2	Resources and location		
	If bidding on <b>Stream 1</b> , the Bidder must propose at least two (2) resources (food safe instructors)	Stream 1:	
	If bidding on <b>Stream 2</b> , the Bidder must propose at least one (1) resource (food safe instructor)	Stream 1:	
	<b>Note:</b> If bidding on all streams a total of two (2) resources are required.		
	The locations are as follow:	Stream 2:	
	<b>Stream 1 –</b> Mission (Min/Med), Mountain, Kwikwèxwelhp Pacific, Matsqui, and Fraser Valley Institutions, BC.		
	Stream 2 - William Head Institution, BC		
	The Bidder must provide :		
	<ul> <li>a) The name of the proposed resource (instructor) and the location (Stream 1 or 2) to which the resource would be assigned.</li> </ul>		
М3	Experience in training		
	The Bidder must demonstrate that each proposed resource(s) must have delivered <b>a</b> <u>minimum of five (5) and a maximum 10 Food</u> <u>Safe courses</u> , with experience being within the last five (5) years prior to the bid solicitation closing date.		



#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met
	To demonstrate experience, the Bidder must provide the resume for each proposed resource that includes:		
	<ul> <li>a) The Client's name and email address</li> <li>AND</li> <li>b) Dates of courses delivered</li> </ul>		
	Canada reserves the right to confirm the validity of the information provided.		
M4	Experience - multiple barriers clientele		
	The proposed instructor must demonstrate that they have <b>one (1) year of experience</b> working with individuals with <u>multiple barriers**</u> (see description below) with experience being within the last five (5) years prior to the bid solicitation closing date.		
	To demonstrate experience, the Bidder must provide for each proposed resource a resume with:		
	The instructor's experience on the instructor's resume, including details of :		
	a) client group		
	b) duration of experience (start date to end date),		
	AND		
	c) a brief description the work experience obtained.		
	Canada reserves the right to confirm the validity of the information provided.		

\* Provincially recognized is defined: Certified/recognized by a provincial or federal regulatory body such as WorkSafeBC, Industry Training Authority, trade school, college, university.

\*\* Multiple Barriers are defined as: Offenders, persons with disabilities, chemical dependent, person with special needs, persons with mental health needs, Indigenous, ethnic groups, at risk populations, persons in conflict with the law, public safety, or legal/justice groups.