

RETURN OFFERS TO: RETOURNER LES OFFRES À:

Bid Receiving - Réception des soumissions:

VIA EMAIL TO:

Sandra.Wilford@csc-scc.gc.ca **AND**

bidsubmissions.GEN-NHQContracting@CSC-SCC.GC.CA

REQUEST FOR A STANDING OFFER DEMANDE D'OFFRE À COMMANDES

Regional Master Standing Offer (RMSO) Offre à commandes maître régionale (OCMR)

Canada, as represented by the Minister of the Correctional Service of Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre du Service correctionnel Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

Comments — Commentaires :

Vendor/Firm Name and Address — Raison sociale et adresse du fournisseur/de l'entrepreneur :
Telephone # — Nº de Téléphone :
Fax # — No de télécopieur :
Email / Courriel :
GST # or SIN or Business # — $$ N° de TPS ou NAS ou N° d'entreprise :

Title — Sujet:						
Construction Safety Officer – Vocational Training						
Solicitation No. — N°. de Date:						
21C80-22-4112223/A	10-July-2023					
Client Reference No. — N°. de R	éférence du Client					
4112223						
GETS Reference No. — N°. de R	éférence de SEAOG					
Solicitation Closes —	Time Zone					
L'invitation prend fin	Fuseau horaire					
at / à : 2 :00 PM	PDT					
On / Le : 27-July-2023						
Delivery Required — Livraison exige See herein – Voir aux présentes	ée :					
F.O.B. — F.A.B. Plant – Usine: Destination:	Other-Autre:					
Address Enquiries to — Soumet	tre toutes questions à:					
Sandra Wilford Sandra.Wilford@csc-scc.gc.ca						
Telephone No. – N° de téléphone:	ax No. – Nº de télécopieur:					
604.557.3004						
Destination of Goods, Services and Destination des biens, services et co Multiple as per call-up Multiples, selon la commande subséqu	onstruction:					
Security – Sécurité This request for a Standing Offer ind Cette Demande d'offre à commande sécurité.	cludes provisions for security. s comprend des dispositions en matière de					
Instructions: See Herein Instructions : Voir aux présentes						
Name and title of person authorized Nom et titre du signataire autorisé d						
Name / Nom	Title / Titre					
Signature	Date					
(Sign and return cover page with offer/ Signer et retourner la page de couverture avec l'offre)						



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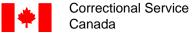
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PART 1 - GENERAL INFORMATION

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;

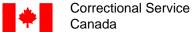
7B, includes the clauses and conditions, which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

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

2. Summary

The Contractor must provide a series of Construction Safety Officer Certificate courses recognized by the Provincial Regulatory Body, Applied Science Technologists and Technicians of BC (ATTSBC) that will apply to various industries, not just construction. Learning objectives from the courses the Contractor provides to federal correctional institutions in the province of British Columbia must be applicable throughout the region in various sectors. Upon successful completion of this training, offenders must have a valid 3rd party certificate that will allow them to work in jobs requiring Construction Safety Officer Certification.

- The Identified User authorized to make call-ups against the Standing Offer is: Correctional Service of Canada – CORCAN Pacific Region
- The period for making call ups against the Standing Offer is from standing offer award to 30-June-2024 with two (2) additional one (1) year option periods.



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 Contract Security Program (CSP) of Public Works and Government Services Canada website.

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.

Procurement Ombudsman

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

7. Multiple Standing Offers

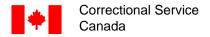
This process may result in the award of up to two (2) Standing Offers, one (1) per Stream:

STREAM 1: Fraser Valley

STREAM 2: William Head Institition

Bidders may submit a proposal for one or more Streams. However, the bidder must provide the training at each of the Institution identified in the Streams.

NOTE: The bidder must supply sufficient resources for the estimated volume of sessions per stream for which they are interested in providing services. See Annex B - Basis of Payment for the estimated number of sessions (courses) for each Stream.



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 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. 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.

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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 *Financial Administration Act* R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

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

"pension" means a pension or annual allowance paid under the <u>Public Service 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 Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada 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 Contracting Policy Notice: 2019-01 and the Guidelines on the Proactive Disclosure of Contracts.

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.

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4. Enquiries - Request for Standing Offer

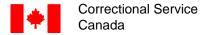
All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) business days before the Request for Standing Offer (RFSO) closing date. Enquiries received after that time may not be answered.

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 Policy on Green Procurement. 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.)
- 2) 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.

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 E – 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.

Financial evaluation will be completed as follows:

Stream 1 –Fraser Valley, all sites: Initial period + option periods = **Total Evaluated Price for Stream 1**

Steam 2 - William Head: Initial period + option periods = Total Evaluated Price for Stream 2

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 for each stream will be recommended for issuance of a standing offer.

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

- 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 Integrity Declaration Form. 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:

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- 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 from the Offeror in connection with assessing the request for security clearance (i.e., 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 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.

Canada

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 AND INSURANCE REQUIREMENTS

1. Security Requirements

- 1. Before issuance of a standing offer, the following conditions must be met:
 - 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:
 - 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 Security Program (CSP)</u> of Public Works and Government Services Canada website.

2. Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a Standing Offer as a result of the request for Standing Offer, can be insured in accordance with the Insurance Requirements specified in Annex D.

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period 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.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE No. 21C80-22-4112223

- 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).
- 2.2 The Company Security Officer (CSO) must ensure through the <u>Contract Security Program (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 award to 30-Jun-2024.

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) additional one (1) year option 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: Sandra Wilford

Title: Senior Contracting Officer

Correctional Service of Canada Contracting and Materiel Services

Telephone: 604.557.3004

E-mail address: Sandra.Wilford@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 Standin	g Offer is:
Name:	
Title:	
Organization:	
Telephone:	
F-mail address:	

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under 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 at standing offer award)

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 Pacific Region.

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 \$20,000.00 (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 \$_____ (insert the Standing Offer limit) (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 three (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;
- 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), 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 Status and Availability of Resources

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

12.3 Education and Experience

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

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 British Columbia.

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up 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

- 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:
 - The name, qualifications and experience of the proposed replacement; and
 - 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 Price

SACC Manual clause C6000C (2017-08-17) Limitation of Price

5.3 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work 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

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

 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) Date and location of the training session
- b) Names of participant
- c) Number of success completions
- d) An electronic copy of the certificates
- 2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the following address for certification and payment.

Correctional Service Canada 33991 Gladys Avenue, Abbotsford, BC V2S ATTN: (to be determined)

 One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7. Insurance - Specific Requirements

The Contractor must comply with the insurance requirements specified at Annex D. 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

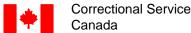
- 11.1 It is a condition of this contract that the Contractor or any employees of the Contractor who require entry into a Correctional Service of Canada Institution to fulfill the conditions of the contract may, at the sole discretion of the Warden, be required to provide proof of and results of a recent 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 selfidentification 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 email 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.

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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 Construction Safety Officer

The Correctional Service of 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.

2.0 Objective

The Contractor must provide a series of Construction Safety Officer Certificate courses recognized by the Provincial Regulatory Body, Applied Science Technologists and Technicians of BC (ATTSBC) that will apply to various industries, not just construction. Learning objectives from the courses the Contractor provides to federal correctional institutions in the province of British Columbia must be applicable throughout the region in various sectors. Upon successful completion of this training, offenders must have a valid 3rd party certificate that will allow them to work in jobs requiring Construction Safety Officer Certification. Training for each program may include, but is not limited to:

Construction Safety Officer (minimum 70 hour course):

- Building Bylaw,
- · Workers Compensation Act,
- Worksafe BC
- Occupational Health & Safety Regulation,
- · National Fire Code to name a few.
- Responsibilities of all parties are discussed and prevention activities to meet the duties of responsible persons are explained, namely:
 - Health and Safety Programs,
 - o conducting risk assessments,
 - o writing safe work procedures,
 - o instructing and training,
 - o doing site inspections,
 - o managing injury reporting,

Upon successful completion of this training, offenders must receive a valid third-party certificate that will allow them to work in jobs requiring a Construction Safety Officer.

3.0 Tasks

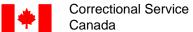
The following includes, but is not limited to, the tasks associated with this Statement of Work:

- The Contractor must provide the Construction Safety Officer courses to accepted standards set by ATTSBC.
- b) The Contractor must provide the curriculum required to provide certified Construction Safety Officer training to offenders at the identified federal correctional institutions in the Pacific Region - British Columbia or at community locations the Project Authority identifies at the time of call-up.
- The Contractor must provide certified instructor(s) to provide Construction Safety Officer training to offenders;
- d) The Contractor must participate in security training prior to attending the site;
- e) The Contractor must administer exams /or competency assessments, or both directly related to the skills and defined competencies accepted by ATTSBC for the Construction Safety Officer certificate course.
- f) The Contractor must report all incidents, theft, missing tools/supplies, or concerns at the earliest opportunity possible to program and/or security staff;
- g) The Contractor must complete observation reports when requested by staff;

4.0 Deliverables

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

- 1. Training materials written, practical exercises, and testing and equipment as required for the completion of the applicable course;
- 2. 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;
- 3. Progress reports identifying work completed within 5 business days;
- 4. Educational tools and classroom supplies including but not limited to binders, papers, and pencils;
- 5. Specialized equipment required in the delivery of the training;
- 6. The Contractor must also report any concerns immediately to the designated Programs Manager at the site where the training is delivered. Should there be an incident they must complete an Observation Report (087) prior to leaving the institution(s). The Contractor must complete Offender Suspension a Program Assignment (1188) should they remove anyone permanently from their class.
- 7. The Contractor must register the successful students with the appropriate authority and will ensure the delivery of all certificates to the designated Program Manager at the site where the program is delivered within 21 days of course delivery. A copy must be provided to the Project Authority as evidence when invoicing.
- 8. The Contractor must complete daily attendance report and submit it as request by Programs. At the end of each training program, the results of the final assessments for each participant will be submitted in MS Word document to the designated Program Manager at the site where the training is delivered within 5 business days of the program completion. The Contractor must provide a report assessing the following criteria: punctuality, attendance, interpersonal relationships, attitude, motivation, behaviour, effort, productivity and responsibility. The reports should be a narrative of what they learned through the program and the response for each individual in the areas noted above.
- Gate passes a minimum of 2 weeks in advance to ensure time for review and signing Contractor must provide lists to Programs.



5.0 Correctional Service Canada CORCAN will provide:

- 1. Selection of participants with a confirmed number of participants for the course to the Contractor 1 week prior to the course commencement date;
- 2. 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 preapproval by the Project Authority and the type of media will be identified in the call-up);
- 3. Gate passes a minimum of 2 weeks in advance to ensure time for review and signing;
- 4. Gloves and steel toe boots for all participants as needed;
- 5. Cleaning supplies as required
- 6. 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.

6.0 Location of work

a. The Contractor must perform the work at the following sites as required (all sites may not require service):

Stream 1 - Fraser Valley

Mission Minimum Institution Mission BC Kwikwexwelhp Healing Village Harrison Mills BC

Stream 2- William Head Institution

William Head institution Metchosin BC

b. There are no travel and living expenses associated with the work.

7.0 Language of Work

The Contractor must perform all work in English and perform all deliverables in English.

8.0 Hours of Work

The Contractor must provide training during the available location operational hours - Monday to Friday from 08:00 to 15:30. The total mandatory hours for each course certification is listed under 2.0 Objective.

The Contractor's resources must be available to work outside normal working hours during the duration of the contract. The Contractor may need to provide the resources in the evenings and/or on weekends.

9.0 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 three 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.

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10.0 Meetings

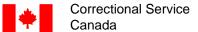
- 1. It is expected that an initial meeting will be arranged between the Project Authority and Contractor, which will allow the Project Authority to ensure that the Contractor understands the scope of the work and to answer any questions. In addition, regular meetings may be organized as required, depending on the progress of the course.
- 2. The Contractor must immediately report to the Project Authority by telephone and follow-up email 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.

11.0 Limitations and Constraints

- Courses are delivered to federally sentenced offenders who are incarcerated at federal institutions (minimum security inmates) 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

12.0 Cancellation

In the event that a scheduled session must be cancelled or rescheduled by CSC, the Project Authority, their delegate, or the institution shall give the Contractor a minimum of 24-hour notice by e-mail. A message by email 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.

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

**Bidders may bid on one (1) or more streams however they must be able to provide services at the institution(s) listed within the identified stream.

1.0 Rates

Stream 1 - Fraser Valley

Standing Offer Period	A B er Estimated Estimat Number of Number Sessions Participa		C Firm All Inclusive Rate Per Participant	D Total (Column A x Column B x Column C=D)
Standing Offer award to 30-June-2024	2	24		
			\$	

Stream 2 - William Head Institution

			Column C=D)
1	12		
	TOTAL		¢
	•	TOTAL	TOTAL

2.0 Options to Extend the Standing Offer Period:

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



Stream 1 - Fraser Valley

Standing Offer Period	A Estimated Number of Sessions	B Estimated Number of Participants	C Firm All Inclusive Rate Per Participant	D Total (Column A x Column B x Column C=D)
01-July-2024 to 30-June-2025	2	24		
01-July-2025 to 30-June-2026	2	24		
		TOTAL		\$

Stream 2 - William Head Institution

Standing Offer Period	A Estimated Number of Sessions	B Estimated Number of Participants	C Firm All Inclusive Rate Per Participant	D Total (Column A x Column B x Column C=D)
01-July-2024 to 30-June-2025	1	12		
01-July-2025 to 30-June-2026	1	12		
		TOTAL		\$

3.0 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 \$<\(\frac{TO Be Inserted at Standing Offer Award>}{}\) 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.

4.0 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.

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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

DSD-NHQ4979

Government Gouvernement of Canada du Canada

Contract Number / Numéro du contrat			
21C80-22-4112223			
Security Classification / Classification de sécurité			

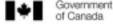
SECURITY REQUIREMENTS CHECK LIST (SRCL)

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.,			3. 0) 113 0 310	Address of Success	DELLO 7 HOLL EL BUTESSE GU SO		-
 Brief Description of Work / Brève de 							
Construction Safety Off	icer Vocati	onal Training	to Inmate	S			
5. a) Will the supplier require access to Le fournisseur aura-t-il accès à de						✓	No Yes Non Oui
5. b) Will the supplier require access to Regulations?		,				\checkmark	No Yes Non Oui
Le fournisseur aura-t-il accès à de sur le contrôle des données techn	niques?		on dassifiées q	ui sont assujetties a	ux dispositions du Règlement		
Indicate the type of access required							
 a) Will the supplier and its employee Le fournisseur ainsi que les empli (Specify the level of access using 	loyés auront-ils a	ccès à des rensei				\checkmark	No Yes Non Oui
(Préciser le niveau d'accès en util			question 7. c)				
6. b) Will the supplier and its employee				access to restricted	access areas? No access to	П	No Yes
PROTECTED and/or CLASSIFIE Le fournisseur et ses employés (p				accès à des zones o	d'accès restreintes? L'accès	$\overline{}$	Non 🖳 Oui
à des renseignements ou à des b	iens PROTÉGÉ	S et/ou CLASSIFI	ÉS n'est pas au				
6. c) Is this a commercial courier or del S'agit-il d'un contrat de messager				de nuit?		\checkmark	No Yes Non Oui
7. a) Indicate the type of information th	at the supplier w	vill be required to a	ocess / Indique	r le type d'informatio	on auquel le fournisseur devra	avoir a	scoës
Canada	N/A	NATO	/OTAN	N/A	Foreign / Étranger		N/A
b) Release restrictions / Restrictions	s relatives à la d						
No release restrictions Aucune restriction relative	N/A	All NATO countrie Tous les pays de		1	No release restrictions Aucune restriction relative		1
à la diffusion		roca rea paya de	L	'	à la diffusion	_	1
	- 1						
Not releasable À ne pas diffuser	- 1						
Restricted to: / Limité à :		Restricted to: / Lin			Restricted to: / Limité à :		1
Specify country(ies): / Préciser le(s) p	nave :	Specify country(is		(e) nove :	Specify country(ies): / Précise	or lofs?	J.
Specify country(rea); 7 Precises re(s);	May a	Specify country(in	aj, / Preciser le	а) рауз .	Specify Country(Rea): 7 Precise	ar negaj	pays.
7. c) Level of information / Niveau d'inf	ormation						
PROTECTED A PROTÉGÉ A	N/A	NATO UNCLASS			PROTECTED A PROTÉGÉ A	П	
PROTECTED B	-	NATO NON CLAS		=	PROTECTED B	片	
PROTÉGÉ B		NATO DIFFUSIO		: 📖	PROTÉGÉ B	Ш	
PROTECTED C		NATO CONFIDER		一	PROTECTED C	一	
PROTÉGÉ C		NATO CONFIDER	TIEL		PROTÉGÉ C	Ш	
CONFIDENTIAL		NATO SECRET			CONFIDENTIAL	\Box	
CONFIDENTIEL		NATO SECRET			CONFIDENTIEL	\sqcup	
SECRET		COSMIC TOP SE			SECRET		
SECRET L		COSMIC TRÉS S	ECRET		SECRET	닏	
TOP SECRET TRÉS SECRET					TOP SECRET TRÊS SECRET		
TOP SECRET (SIGINT)					TOP SECRET (SIGINT)	一	
TRÉS SECRET (SIGINT)					TRÉS SECRET (SIGINT)	Ш	
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PART A (cont	tinued) / PARTIE A (suite)							
8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? No Yes								
	Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? If Yes, indicate the level of sensitivity:							
Dans faffirm	Dans faffirmative, indiquer le niveau de sensibilité :							
	plier require access to extremely sensit aur aura-1-8 accès à des renseignemen			Scatu?	No Yes Non Oui			
	a) of material / Titre(s) abrégé(s) du ma Number / Numéro du document :	tériel :						
PART B - PER	PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)							
10. a) Personr	el security screening level required / N	iveau de contrôle de la sécurité	du personnel requis					
	RELIABILITY STATUS COTE DE FIABILITÉ	CONFIDENTIAL	SECRET	TOP SEC				
	TOP SECRET- SIGINT TRÉS SECRET - SIGINT	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET		TOP SECRET TRÊS SECRET			
	SITE ACCESS	NATO CONFIDENTIEL	L NATO SECRET	cosmic	INES SECRET			
	ACCÉS AUX EMPLACEMENTS							
	Special comments: Commentaires spéciaux :							
	NOTE: If multiple levels of screening a REMARQUE: Si plusieurs niveaux d				fourni.			
	creened personnel be used for porson	s of the work?			No Yes			
	onnel sans autorisation sécuritaire peu		u travail?		NonOui			
	vill unscreened personnel be escorted? Iffirmative, le personnel en question ser				No Yes			
			/EAHBNIGGEHBL					
	EGUAROS (SUPPLIER) / PARTIE C - ON / ASSETS / RENSEIGNEMENT		(FOURNISSEUR)					
11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or Non Qui								
Le four CLASS	isseur sera-t-il tenu de recevoir et d'en IFIÉS?	treposer sur place des renseig	nements ou des biens P	ROTÉGÉS etfou				
11 NWII the	supplier be required to safeguard CON	tREC information or assets?			□ No □Ves			
	isseur sera-t-il tenu de protéger des re		DMSEC?		Non Oui			
PRODUCTIO	ON .							
	and offer forms from a suffer construction	other are discussed at DOOTEON		material as a simulation	No			
occur at	roduction (manufacture, and/or repair ar the supplier's site or premises?				Non Oui			
	allations du fournisseur serviront-elles à l ASSIFIÉ?	a production (fabrication et/ou ré	paration et/ou modificatio	n) de matériel PROTÉGÉ	— —			
	ON TECHNOLOGY (IT) MEDIA / SUI	DBODT DEL ATIE À LA TECUM	OI ANIE DE L'INEADM	THOM (TI)				
an Okmalik	A LEGINOLOGY (II) MEDIA / 501	TOTAL RELATIF A LA IEUNN	OCCURE DE L'INFORMA	inot (rij				
	supplier be required to use its IT systems	to electronically process, produc	oe or store PROTECTED	and/or CLASSIFIED	No Yes			
	ion or data? isseur sera-t-il tenu d'utiliser ses propres	systèmes informatiques pour tr	alter, produire ou stocker	électroniquement des	TAT NON COOL			
	nements ou des données PROTÉGÉS et		.,					
	e be an electronic link between the suppl				No Yes			
	ra-t-on d'un lien électronique entre le sys ementale?	tème informatique du fournisseu	r et celui du ministère cu	de l'agence	Non L_Oui			
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For users comple Dans le cas des dans le tableau n	utilis	ateu	rs q		le formula	sire en lig	pne (par Inte		nses aux	questions						aisles
Category Categorie	PROTECTIOD CLASSPIED NATO PROTECÉ CLASSPIE				COMREC											
	Α.	В	С	CONFIDENTIAL	SECRET	Tor SICRET	NATO RESTRICTED	NATO COMPRENTEL	NATO SECRET	Tor		onich		CONFIDENTIAL	Secret	Tor Secret
N/A				COMPERNIES.		Trés SECRET	NATIO DIFFUSION RESTREETS	NATO COMPRENTES		SECRET COBINC THIS SECRET	A.	D	c	COMPORNTEL		Tres Secret
Information / Assets Renseignements / Biems Production											F					
T Media /	H	H	H						-	-	\vdash	Н	H		-	\vdash
Support TI IT Link 7 Lien dectronique																
a) Is the description										SIFIÉE?				-	No Non	☐ Yes
If Yes, classif Dans l'affirm « Classificati	ative	ı, ele	ssif	ier le présen	formulai	re en ind	liquant le ni									
2. b) Will the docu La documenta														-	No Non	☐ Yes
If Yes, classif attachments Dans l'affirm « Classificati des pièces jo	(e-a ativo on d	SEA s, cla le sé	CRE	T with Attach ler le présent	ments). t formulai	re en ind	liquant le ni	veau de sécu	rité dans	la case ir	ntibul	óe.				

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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.
- 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 His Majesty the King in Right of 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.

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:

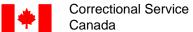
- 1.1 The following elements of the offer will be evaluated and scored in accordance with the following evaluation criteria.
 - Mandatory Technical Criteria

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 Experience must be demonstrated through a history of past projects, either completed or on-going.
- 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

- 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 - Construction Safety Officer - Vocational Training

#	Mandatory Technical Criteria	Offeror Response (include location in offer)	Met/Not Met
M1	The Bidder must provide proof the Organization is accredited by the Applied Science Technologists and Technicians of BC (ASTTBC).		
	To demonstrate proof, the bidder must provide a letter from ASTTBC confirming accreditation status of the Construction Safety Officer Program offer by the Organization is valid.		
M2	A provincially recognized * certificate must be provided upon successful completion of the course. The bidder must provide a sample certificate with their bid.		
M3	The proposed instructors must have provided a minimum of five (5) Construction Safety Officer Courses.		
	To demonstrate experience for each resource being proposed the Bidder must provide:		
	a) Resource name;		
	b) Client's name; (including a telephone number and/or email address of client);		
	c) Course details: Course name and date(s) course facilitated. (Both the course start and end dates to be provided in a format that includes the day, month and year).		
	Proof of experience (5 courses) may be met through providing required course details for one or more Clients. Proof of experience must be submitted with the bid.		

#	Mandatory Technical Criteria	Offeror Response (include location in offer)	Met/Not Met
	The proposed instructor experience must have been acquired in the past five (5) years of bid closing.		

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