

**RETURN BIDS TO:** RETOURNER LES SOUMISSIONS À :

Bid Receiving - Réception des soumissions:

Bidreceiving.GEN-ONT-401@csc-scc.gc.ca

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

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

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

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

#### Comments — Commentaires :

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

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

Title — Sujet:		
Sex Offender Treatment Program Solicitation No. — No. de l'invitation	nn.	Date:
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21470-26-4037172 Client Reference No. — Nº. de Réf	6-Sept-2023	
GETS Reference No. — Nº. de Réf	ére	ence de SEAG
Solicitation Closes — L'invitation	pre	end fin
at /à : 14 :00 EDT		
on / le: September 21 2023		
F.O.B. — F.A.B.		
Plant – Usine: Destination:		
Address Enquiries to — Soumettre	e to	outes questions a:
Jill.Emmons@csc-scc.gc.ca		
Telephone No. – N° de téléphone:	1	ax No. – Nº de
613-329-2694		lécopieur: /A
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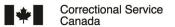
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#### **PART 1 - GENERAL INFORMATION**

#### 1. Security Requirement

- 1.1 Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirement as indicated in Part 6
     Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
  - (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 6 – Resulting Contract Clauses;
  - (e) the Bidder must provide the addresses of the proposed sites or premises of work performance and document safeguarding as indicated in Part 3 Section IV Additional Information.
- 1.2 Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- 1.3 For additional information on security requirements, Bidders should refer to the <u>Contract Security Program</u> (CSP) of Public Works and Government Services Canada website.

#### 2. Statement of Work

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

#### 3. Revision of Departmental Name

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

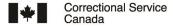
#### 4. Debriefings

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

#### 5. Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$26,400 for goods and \$105,700 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at <a href="the Office of the Procurement Ombudsman email">the Office of the Procurement Ombudsman email</a> address, by telephone at 1-866-734-5169, or by web at <a href="the Office of the Procurement">the Office of the Procurement</a>

Ombudsman website. For more information on OPO's services or to determine if your concerns are within the Ombudsman's mandate, please see the <u>Procurement Ombudsman Regulations</u> or visit the <u>OPO website</u>.



#### **PART 2 - BIDDER INSTRUCTIONS**

#### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> issued by Public Works and Government Services Canada.

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

The 2003 (2022-03-09) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: sixty (60) days Insert: ninety (90) days

#### 2. Submission of Bids

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

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

Delete: Section 06 in its entirety.

Insert: 06 Late bids:

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

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

Delete: Section 07 in its entirety.

Insert: 07 Delayed bids:

Canada will not accept any delayed bids.

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

Delete: Section 08 in its entirety.

Insert: 08 Transmission by email

a. Unless specified otherwise in the solicitation, Bidders must submit their bid to the CSC bid submission email address indicated on page 1 of the bid solicitation document. This email address is the only acceptable email address for Bidders to submit their bid in response to this bid solicitation.

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

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

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

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

#### 3. Former Public Servants

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

FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

#### **Definitions**

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

- a. an individual;
- 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 Bidder a FPS in receipt of a pension? Yes () No ()

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

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

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

#### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

#### 4. Enquiries – Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) business days before the bid closing date. Enquiries received after that time may not be answered.

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

#### 5. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Ontario.

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



#### PART 3 - BID PREPARATION INSTRUCTIONS

#### 1. Bid Preparation Instructions

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

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

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

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

Section IV: Additional Information: one (1) electronic copy in PDF format

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

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

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

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

#### 2. Section I: Technical Bid

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

#### 3. Section II: Financial Bid

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

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

#### 3.1 Exchange Rate Fluctuation

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

#### 4. Section III: Certifications

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

#### 5. Section IV: Additional Information

#### 5.1 Bidder's Proposed Site(s) or Premises Requiring Safeguarding Measures

(a) As indicated in Part 1 under Security Requirements, the Bidder must provide the full addresses of the Bidder's and proposed individuals' sites or premises for which safeguarding measures are required for Work Performance:

Street Number / Street Name, Unit / Suite / Apartment Number City, Province, Territory / State Postal Code / Zip Code Country

(b) The Company Security Officer (CSO) must ensure through the Contract Security Program (CSP) that the Contractor and individuals hold a valid security clearance at the required level, as indicated in Part 1, clause 1.1 Security Requirements.

#### PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

#### 1. Evaluation Procedures

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

#### 1.1 Technical Evaluation

#### 1.1.1 Mandatory Technical Criteria

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

#### 1.1.2 Point Rated Technical Criteria

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

#### 1.2 Financial Evaluation

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

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

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

#### 2. Basis of Selection

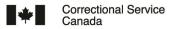
To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation.
- b. meet all mandatory technical evaluation criteria; and
- c. obtain the required minimum of 70 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points.

Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract.

#### 3. Insurance Requirements

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



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

#### **PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

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

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

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

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

#### 1.2 Integrity Provisions - Required documentation

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

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

List of Names:	
OR	
☐ The Bidder is a partnership	

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

#### 1.3 Security Requirements – required documentation

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

Bidders are reminded to obtain the required security clearance and, as applicable, security capabilities promptly. As indicated above, Bidders who do not provide all of the required information at bid closing will be given the opportunity to complete any missing information from the AFR form within a period set by the Contracting Authority. If that information is not provided within the timeframe established by the Contracting Authority (including any extension granted by the Contracting Authority in its discretion), or if Canada requires further information from the Bidder in connection with assessing the requests for security clearance (i.e., information not required by the AFR form), the Bidder will be required to submit that information within the time period established by the Contracting Authority, which will not be less than 48 hours. If, at any time, the Bidder fails to provide the required information within the timeframe established by the Contracting Authority, its bid will be declared noncompliant.

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

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

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

#### 1.5 Status and Availability of Resources

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

#### 1.6 Language Requirements - English Essential

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

#### 1.7 Education and Experience

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

#### 1.8 Rate Certification

The Bidder certifies that the rates proposed:

- a. are not in excess of the lowest rate charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the service;
- b. do not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of services of like quality and quantity, and
- c. do not include any provision for discounts to selling agents.

#### 1.9 Certification:

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

#### **PART 6 - RESULTING CONTRACT CLAUSES**

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

#### 1. Security Requirement

- 1.1 The following security requirements (SRCL and related clauses provided by PWGSC CSP) apply to and form part of the Contract.
- 1.1.1 The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
- 1.1.2 The Contractor/Offeror personnel requiring access to PROTECTED information, assets or site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
- 1.1.3 The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CSP, PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED B
- 1.1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
- 1.1.5 The Contractor/Offeror must comply with the provisions of the:
  - (a) Security Requirements Check List and security guide (if applicable), attached at **Annex C**;
  - (b) Contract Security Manual (Latest Edition)

# 1.2 Contractor's Sites or Premises Requiring Safeguarding Measures / IT Authorization for Storage or Processing

1.2.1 Where safeguarding measures are required in the performance of the Work, the Contractor must diligently maintain up-to-date, the information related to the Contractor's and proposed individuals' sites or premises, for the following addresses:

Street Number / Street Name, Unit / Suite / Apartment Number City, Province, Territory /State Postal Code / Zip Code Country

1.2.2 The Company Security Officer (CSO) must ensure through the Contract Security Program (CSP) that the contractor and individuals hold a valid security clearance at the required level of document safeguarding capability.

#### 2. Statement of Work

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

#### 3. Standard Clauses and Conditions

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

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

#### 3.1 General Conditions

2010B (2022-12-01), General Conditions - Professional Services (Medium Complexity), apply to and form part of the Contract.

#### 3.2 Supplemental General Conditions

4008 Personal Information (2008-12-12) apply to and form part of the Contract.

#### 3.3 Replacement of Specific Individuals

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

#### 4. Term of Contract

#### 4.1 Period of the Contract

The period of the Contract is from 01-Oct-2023 to 30-Sept-2024 inclusive.

#### 4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to (2) two additional (1) one year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.



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

#### 4.3 Option to Extend – Transition Period

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of 90 days under the same conditions to ensure the required transition. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions of the Basis of Payment.

The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least 30 calendar days before the contract expiry date. The extension will be evidenced, for administrative purposes only, through a contract amendment.

#### 5. Authorities

#### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Jill Emmons

Title: A/Procurement and Contracting Office

Correctional Service Canada

Branch/Directorate: Contracting and Material Services

Telephone: 613-329-2694

Facsimile: N/A

E-mail address: Jill.Emmons@csc-scc.gc.ca

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

#### 5.2 Project Authority

The Project Authority for the Contract is:

Name:

Title:

Correctional Service Canada

Branch/Directorate:

Telephone:
Facsimile:
E-mail address:

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

#### 5.3 Contractor's Representative

The Authorized Contractor's Representative is:

Name:
Title:
Company:
Address:
Telephone:
Facsimile:

#### 6. Payment.

E-mail address:

#### 6.1 Basis of Payment - Firm Hourly Rates

The Contractor will be paid firm hourly rates, for work performed in accordance with the contract (**Annex B** – Basis of Payment). Customs duties are excluded and Applicable Taxes are extra.

#### 6.2 Limitation of Expenditure

- 6.2.1 Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_.

  Customs duties are excluded and Applicable Taxes are extra.
- 6.2.2 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.

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

#### 6.3 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice 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 performed has been accepted by Canada.

#### 6.4 SACC Manual Clauses

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

#### 6.5 Travel and Living Expenses

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

### 7. Invoicing Instructions

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

Each monthly invoice shall be issued no later than seven (7) working days after the last day of the previous month and must specify the following information:

- Contract number;
- Referring parole officer's name;
- Offender's name and FPS number;
- Date and type of service performed for each individual, also please indicate if the offender has been discharged;
- Number of missed appointments whether charged or not;
- Total cost of "no shows" and/or late cancellations;
- Total cost for treatment, counselling or consultation;
- Total cost for assessments and/or special reports and;
- Total cost of the invoice.

The contractor shall maintain individualized attendance forms using ATTACHMENT 5 – CSC Community Treatment Services – Offender Attendance Confirmation Sheet for all his/her cases. These forms must be submitted with the applicable invoice.

#### 7.2 Invoices must be distributed as follows:

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

Community Program Manager Greater Ontario and Nunavut District Office Correctional Service Canada 619 McKay St. Kingston, Ontario K7M 5V8

#### 8. Certifications and Additional Information

#### 8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing

additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

#### 9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Province of Ontario.

### 10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the Supplemental General Conditions 4008 (2008-12-12) Personal Information;
- (c) the General Conditions 2010B (2022-12-01),), General Conditions Professional Services (Medium Complexity)
- (d) Annex A Statement of Work
- (e) Annex B Basis of Payment;
- (f) Annex C Security Requirements Check List and IT Security Requirements Technical Document;
- (g) Annex D Evaluation Criteria;
- (h) Annex E Insurance Requirements;
- (i) the Contractor's bid dated \_\_\_\_\_ (to be inserted at contract award)

#### 11. Insurance - Specific Requirements

- 11.1 The Contractor must comply with the insurance requirements specified in **Annex E** Insurance Requirements. 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.
- 11.2 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.
- 11.3 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.

#### 12. Liability

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

#### 13. Ownership Control

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

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

#### 14. Closure of Government Facilities

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

#### 15. Tuberculosis Testing

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

#### 16. Compliance with CSC Policies

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

- 16.2 Unless otherwise provided in the contract, the Contractor must obtain all permits and hold all certificates and licenses required for the performance of the Work.
- 16.3 Details on existing CSC policies can be found on the <u>CSC website</u> or any other CSC web page designated for such purpose.

#### 17. Health and Labour Conditions

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

#### 18. Identification Protocol Responsibilities

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

- 18.1 During the performance of any Work at a Government of Canada site, the Contractor and each Contractor Representative must be clearly identified as such at all times;
- 18.2 During attendance at any meeting, the Contractor or Contractor Representatives must identify themselves as such to all meeting participants;
- 18.3 If the Contractor or a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify 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
- 18.4 If Canada determines that the Contractor is not complying with any of the obligations stated in this article, Canada will advise the Contractor and request that the Contractor implement, without delay, appropriate corrective measures to eliminate recurrence of the problem.

#### 19. Dispute Resolution Services

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute

resolution/mediation services. OPO may be contacted by e-mail at <a href="the-Office of the-Procurement Ombudsman email address">the Office of the Procurement Ombudsman email address</a>, by telephone at 1-866-734-5169, or by web at <a href="the-Office of the Procurement Ombudsman website">the Office of the Procurement Ombudsman Regulations</a> or visit <a href="the-Office of the Procurement Ombudsman website">the Office of the Procurement Ombudsman website</a>.

#### 20. Contract Administration

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

#### 21. 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..

#### 22. 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.

## Service correctionnel Canada

#### ANNEX A - Statement of Work

The Correctional Service Canada (CSC) has a requirement for the provision of rehabilitative programs/treatment for federal offenders in the community. The work will involve the following:

#### 1.1 Background

The Corrections and Conditional Release Act which is the legislation that govern the work of CSC indicates that the Service shall provide a range of programs designed to address the needs of offenders and contribute to their successful reintegration into the community.

#### 1.2 Objectives:

To provide treatment and risk assessment services to federally sentenced paroled male and female offenders as referred by the Community Program Manager or designate.

#### 1.3 Tasks:

#### **Evaluation for Treatment**

Upon receipt of a referral for evaluation for treatment, the Contractor is authorized a maximum billing of three (3) hours to determine the offender's suitability for treatment.

#### Treatment Authorization

Upon submission of the Treatment Plan; the Contractor will be authorized a maximum of twelve (12) treatment sessions. The offender's status will be monitored via Interim Reports.

#### Case Review

Prior to the 12th session the Treatment Plan and Interim Reports shall be reviewed by the treatment/case management team. The decision to continue treatment will be made on the basis of the team's input. It will be the Contractor's responsibility to arrange a case review meeting. Barring operational difficulties, treatment will continue if the Contractor believes it appropriate, given his/her assessment of the case and his/her assessment of the information provided by the treatment/supervision team. Each subsequent block of 12 treatment sessions (maximum) will be preceded by a case review prior to further treatment authorization to be given by the Project Authority or delegate. To avoid disruption in service, treatment authorization may be via email. Unauthorized treatment sessions will not be remunerated. The case review is not billable.

#### Special reports

Occasionally there will be a need for a Contractor to produce a special report for Parole Board of Canada purposes. These reports are billable. Pre-authorization by Project Authority will be required for special reports. Please refer to the attached "Annex B - Special Report".

#### Continuity of Treatment

It is the Contractor's responsibility to ensure that he/she provides back-up services when unable to provide treatment due to planned or unplanned absences. All cases should remain under the supervision of fully registered treatment providers at all times.

#### **Treatment Documentation**

Correctional Service Canada maintains all offender documents on a computerized record management system (OMS). This requires that all treatment documentation be submitted by an epost account or other CSC authorized secured account accompanied by a signed, hard copy. Further, the Parole Board of Canada has announced that, as of June 1, 2001, they will no longer accept faxed or mailed hard copies of offender documents; all documents must be accessible via the Offender Management System (OMS).

Contractor will be required to have anti-virus protection on their computer for the purpose of safeguarding the confidential CSC data on it.

#### Communication and Consultation

To provide feedback and consultation to the parole officer and parole officer supervisor via brief informal telephone contact, case review, or individual case conference at the parole officer supervisor's request.

The Contractor is required to notify the parole officer within 24 hours regarding:

- any indication of an increased risk to re-offend and/or violations of special conditions;
- a parolee failing to attend a scheduled appointment.

This service shall not be billable.

#### Information Sharing

All treatment reports that are written for the purposes of Parole Board of Canada's decision-making, or those that contribute to decision-making shall be shared with the offender by the author of the report. Correctional Service Canada policy indicates that the author and offender will sign and date the report at the time that the report is shared. The signed copy and electronic copy will be submitted to Correctional Service Canada through epost account or other authorized secured account. The hard copy of reports or any documents submitted with Protected B information will be required to be sent in double sealed envelopes with inner envelope marked "Protected B" and include a transmittal note and also when warranted, marked: "to be opened by addressee only".

Should the "wait for the offender's signature" compromise the timeliness of the report, a dated, hard copy of the report with only the Contractor's signature may be forwarded, provided that a hard copy, signed and dated by both the offender and the Contractor; is submitted as soon as possible. The electronic copy of the report should be submitted via epost account or other authorized secured account so that it can be downloaded onto OMS for timely distribution. In the event that the offender is temporarily detained, unlawfully at large, or revoked, the offender's parole officer will assume the information sharing responsibility. To ensure that the final report is shared, the signed copy will be submitted five (5) working days prior to the Warrant Expiry Date.

Contractor will be required to have anti-virus protection on their computer for the purpose of safeguarding the confidential CSC data on it.

#### Attendance Sheets

The Contractor shall maintain individualized attendance sheets for all of his/her cases. Invoices must be accompanied by the attendance sheets.

Subcontracting or Education Placements

Any individual prior to delivering services to Correctional Service Canada offenders will submit to the Project Authority a current resume, and subject to a positive review of the resume, will undergo an appropriate Correctional Service Canada security clearance.

All reports written by a subcontractor will be countersigned by the contracted, registered mental health professional. Adjunct staff (clerical support) not delivering direct services but in contact with Correctional Service Canada documentation will undergo a security clearance prior to handling the material.

#### **Documentation Security**

It is the Contractor's responsibility to ensure that all Correctional Service Canada documents are handled, transported, and stored according to Correctional Service Canada document security guidelines. Paper copies of Protected B information are required to be locked up. Network drive is required to have appropriate access control. Once the offender is discharged from the service, all Correctional Service Canada generated documents will be returned to Correctional Service Canada or shredded with a Type III A Shredder.

#### 1.4 Deliverables:

#### Treatment Plan

If treatment is appropriate, the Contractor will develop and submit a Treatment Plan, specific to the individual offender, outlining the following information (using the attached "Annex C - C.S.C. Treatment Services: Treatment Plan – Interim Report- Final Report").

#### **Tombstone Data**

In addition to the standard tombstone data, the session frequency and estimated duration of treatment completion must be indicated.

#### Relevant Background

This section must include a brief synopsis of the offender's criminal history/offence cycle, description of the index offence, and previous psychological and psychiatric assessments and diagnosis. This section may include relevant developmental, social, substance abuse, and interpersonal relationship histories. This section concludes with the offender's presentation during the assessment for treatment interview(s), his/her motivation for treatment, and attitude toward supervision.

#### Specific Treatment Objectives

Treatment objectives must be specific to the offender and relevant to the offender's risk to reoffend. As treatment progresses it is understood that these treatment objectives may be modified.

#### **Next Treatment Steps**

This section is used to propose future direction for treatment. This should include a proposed frequency of contact. Following the assessment for treatment sessions (which are commonly held once per week), it is generally expected that session frequency will be reduced. Frequency of contact after completion of assessment for treatment will be based upon the treatment provider's assessment of the impact of treatment on risk /need.

#### **Current Risk Status**

This section provides risk management data to the case management team. The Current Risk Status is defined in terms of Risk for Risk for General Recidivism, and, if applicable, Risk for Violent Recidivism and/or Risk for Sexual Recidivism, all based on Static Risk Variables, Dynamic Risk Variables, and Actuarial Risk Estimates. Delineating the key variables for each category helps the parole officer to understand what the variables are and how they contribute to the risk for re-offending. For example:

- <u>Static Risk Variables</u>: for example, criminal history, history of substance abuse, chronic unemployment, anti-social/psychopathic orientation, etc.
- <u>Dynamic Risk Variables</u>: for example, current maladaptive behaviour, substance abuse, poor anger management skills, poor attitude/motivation toward treatment and/or supervision, criminal values, etc.
- <u>Actuarial Risk Estimates</u>: where applicable, significant actuarial data should be referenced (e.g. GSIR, LSI-R, etc.) and interpreted in lay terms.

The Contractor is required to summarize the above by specifying:

- Risk for General Recidivism indicate the level (Low, Med., High) and delineate the relevant key variables.
- Risk for Violent Recidivism (if applicable) indicate the level (Low, Med., High) and delineate the relevant key variables.
- Risk for Sexual Recidivism (if applicable) indicate the level (Low, Med., High) and delineate the relevant key variables.

Risk Management Recommendations

As appropriate state recommendations regarding:

- How risks can be managed in the community (e.g., urinalysis, participation in Correctional Service Canada core programs, enhanced supervision, change in curfew, etc.).
- What ancillary interventions may maximize successful community reintegration (e.g., job search skills, education/retraining, leisure activities, money management, etc.).

Neither the record review to develop the Treatment Plan nor the Treatment Plan is billable. They are included in the evaluation for treatment fee. The Treatment Plan is to be submitted no later than six (6) weeks after the first Evaluation for Treatment session. The standard response time to a routine referral is ten (10) working days; the standard response time to an urgent referral is five (5) working days.

If treatment is not appropriate the Contractor will indicate this in a letter outlining the reason why treatment is not appropriate. This letter shall be billable up to a maximum of one hour.

This report is to be submitted no later than two (2) weeks after the last Evaluation for Treatment session.

Treatment Documentation – Interim Reports

Interim reports communicate to the parole officer the treatment objectives and the offender's progress toward the specific treatment objectives, or the lack of progress. In particular, the parole

officer is looking for information regarding how the intervention is, or is not, addressing the offender's Dynamic Risk factors. Interim reports are to be submitted in writing after every six (6 months) or as requested by the Project Authority.

#### Final Reports

On termination of treatment, (this includes formal discharge, revocation, and WED) the Contractor will submit a final report outlining the following:

- reason for termination
- treatment progress/outcome
- current risk to re-offend
- Relapse Prevention Plan (as appropriate and attach most recent update)

The final report will be submitted ten (10) working days after the offender is discharged. In the case of an offender completing his sentence, the final report will be submitted five (5) working days prior to the Warrant Expiry Date.

The final report is billable up to a maximum of one hour.

Termination may occur at any time the Contractor deems that the offender is not benefiting from treatment and treatment is no longer required. The Contractor has the responsibility and authority to discharge the offender after consulting with the Project Authority.

#### 1.5 Location of work:

- a. The Contractor must perform the work in Ottawa at a location secured by the Contractor that is central and accessible by public transportation by the clients for in person sessions. However, the Contractor can be requested to provide services to clients by phone/video outside of Ottawa within the Greater Ontario Nunavut District.
- b. Travel

No travel is anticipated for performance of the work under this contract.

#### 1.6 Language of Work:

The contractor must perform all work in English in which the contractor must deliver the services and deliverables.

# <u>ATTACHMENT 1 - Limits of Confidentiality and Consent to Participate in Risk Assessment and Treatment</u>

Treatment Providers must respect confidentiality and protect their clients' privacy. They must also explain the limits to confidentiality and privacy before they provide service. This form describes these limits and explains situations where treatment providers are required and/or permitted to disclose information about you to others.

Risk assessments are not confidential, so that anything that you say during an assessment interview could appear in the final assessment report. You may withdraw your consent to participate at any time during the assessment process, but once the assessment has been completed, your consent to distribute the resulting report is not required. If you do not consent to participate in the risk assessment process, the treatment provider may still be required to complete a risk assessment based upon information already available on your files. Risk assessment reports are placed on your Case Management File, your file at the Parole Board of Canada (PBC), your Psychology File, and on the Offender Management System (an electronic database). Correctional Service of Canada (CSC) employees, PBC employees, and those who perform services under contract for CSC who need this information to perform their duties, will have access to your Case Management files and the OMS system. Under the terms of the Corrections and Conditional Release Act, if you are ever released as a "high-risk" release, some of the information on your Psychology file may be made available to law enforcement agencies in your area of release.

There is a limited degree of confidentiality in treatment. Direct access to your Psychology file can only occur under the supervision of a psychologist. Information that is not related to your risk to reoffend will be restricted to the Psychology file. Although access to your Psychology file, in order to review the quality of psychological services, or to complete psychological research, is allowed, information that can identify you will be protected. Anything discussed in counseling that is related to your risk to re-offend, however, including you progress in treatment, will be communicated to your Parole Officer, and will be summarized in Treatment Progress Reports that are distributed to the same files as are the risk assessment reports described above. Treatment reports will be shared with you by the treatment provider or, if this is not possible, by the Parole Officer.

There are situations where treatment providers are legally required to break confidentiality. When there are reasonable grounds to believe that a child is, or may be, in need of protection, treatment providers must report this information to a Child Protection Agency. If they have reasonable grounds, treatment providers must also report the sexual abuse committed against clients by other identified health care providers. Treatment providers have a duty to protect you and others from harm. This means that confidentiality will be breached if you are deemed to be at high risk for suicide or self-harm, or when identifiable third parties are at risk of being harmed by you. Finally, you should understand that, in contrast to communications with a lawyer, treatment information is not legally defined as "privileged"; therefore, treatment providers may be compelled to testify as a witness, or provide the treatment file in it's entirety, by an order of the court.

I understand this information ar Risk assessment Treatment	nd agree to participate in:	
Name of Client	Signed	
Psychologist		
Date		

I understand that by not signing this form, I am declining to participate in risk assessment and/or treatment. The treatment provider will discuss the possible implications of this decision with you.

## ATTACHMENT 2 - Correctional Service Canada: Special Report

Offender's Name	FPS	V	VED	DOB
P.O	Refe	rral Date	Do	ocument's Date
Reason for Special Report:				
Relevant Background:				
Progress in Treatment:				
Risk Assessment: (if applicab risk)	le, include comm	nent on how cha	nges in parole	status will impact on
a) Risk for General Recidivisn dynamic, and actuarial factors		evel (Low, Mod.,	High) of risk b	ased on static,
b) Risk for Violent Recidivism on static, dynamic, and actual		indicate the leve	əl (Low, Mod.,	High) of risk based
c) Risk for Sexual Recidivism on static, dynamic, and actual		indicate the lev	el (Low, Mod.,	High) of risk based
Recommendations for Further	r Treatment			
Risk Management Recommer managing current risk)	ndations: (interve	entions other tha	n treatment tha	at may assist in
Contractor Signature				Date
Treatment Provider Signature				Date
 (if service was not provided by	y the contractor)			
Offender Signature				Date
(for information sharing)				
Parole Officer Signature				Date

cc: Offender File , Psychology file

### ATTACHMENT 3 - Treatment Plan - Interim Report- Final Report

Correctional Service Canada:	Treatment Plan / Treatment Programment	gress Note / Dischar	ge Note
Offender's Name	FPS	WED	DOB
P.O	Referral Date	Docume	nt's Date
Session Frequency/Month	Number of Sessions since las	t documentation	
Current Estimated # of Sess	ions Until Treatment Completion		
Relevant Background: (for Tre	eatment Plan only)		
Specific Treatment Objectives	3:		
Presentation in treatment, mo	tivation to change, attitude towar	d supervision:	
	Objectives: (for Treatment Progre		
Next Treatment Steps: (Inclu objectives, ancillary interventi	de proposed changes in frequenc ons, etc.)	cy of contact or treat	ment
Risk Assessment:			
a) Risk for General Recidivism dynamic, and actuarial factors	n - indicate the level (Low, Mod., s.	High) of risk based o	on static,
b) Risk for Violent Recidivism on static, dynamic, and actual	(if applicable) - indicate the leverial factors.	el (Low, Mod., High) (	of risk based
c) Risk for Sexual Recidivism on static, dynamic, and actua	(if applicable) - indicate the leverial factors.	el (Low, Mod., High)	of risk based
	ndations: (interventions other tha ity and maximize community rein		assist in
Contractor Signature		Date	
Treatment Provider Signature		Date	<b>)</b>
(if service was not provided by			
Offender Signature(for information sharing)		Date	
Parole Officer Signature		Dat	e

## **ATTACHMENT 4 - FAX NOTIFICATION**

(The Contractor prints this form on her/his letterhead)		
Date		
To Parole Officer (Name)		
This is to advise you that offender (Name)		
(FPS) did not attend the (date)		_ session of the
	Program.	
Signature	Date	
Dear Dr		
Thank you for advising me of the above offender's failt taken regarding this occurrence:	ure to attend. The follow	ng action will be
(The parole officer responds here and the document is and Psychology file.)	s attached to the offender	's Case Mgt. file
Parole Officer signature	Date	
cc: Case Management Supervisor		

# **ATTACHMENT 5 - CSC Community Treatment Services - Offender Attendance Confirmation Sheet**

Name of Clie	ent:	FPS	:	<del></del>
======================================	Signature	Date	Signature	

#### **ANNEX B - Proposed Basis of Payment**

#### 1.0 Contract Period

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

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

#### 1.1 **01 Oct 2023 to 30 Sept 2024.**

Resource Category	Number of Hours	All-Inclusive Hourly Rate (in Cdn \$)	Total (in Cdn \$)
	Α	В	C = A X B
Treatment services	Max 120 Hours Per Contract Period	\$	\$
		TOTAL:	\$

#### 1.2 Billable Services

- Evaluation for treatment the first three sessions with the offender will determine if treatment is appropriate. This includes file review, interviews with the offender and production of a Treatment Plan or letter indicating that treatment is inappropriate at this time.
- Individual Counselling only authorized counselling sessions will be renumerated.
- Interim Reports/Final Reports not to exceed one (1) hour
- Special Report(s) or Letters as requested by CSC not to exceed one (1) hour to be pre approved by Project Authority
- Travel neither travel time or mileage is billable
- Psychological Testing/Assessments are not remunerated unless they are authorized in writing in advance by the Project Authority.

#### 1.3 Missed Appointments

When an offender cannot attend a scheduled appointment, the Contractor may invoice CSC under the following circumstance:

- Appointment missed without notice given to the Contractor 50% of hourly fee (if individual session)
- When an appointment is missed with 24 hour notice given to the Contractor, there will be no charge to CSC.

### 2.0 Options to Extend the Contract Period:

Subject to the exercise of the option to extend the Contract period in accordance with Article <a href="#">To Be Inserted at Contract Award></a> Options to Extend Contract of the original contract, the Contractor will be paid the all inclusive (s), in accordance with the following table, Applicable Taxes extra, to complete all Work and services required to be performed in relation to the Contract extension.

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

### 2.1 Option Year 1 (01-Oct- 2024 to 30-Sept 2025)

Resource Category	Number of Hours	All-Inclusive Hourly Rate (in Cdn \$)	Total (in Cdn \$)
	Α	В	C = A X B
Treatment services	Max 120 Hours Per Contract Period	\$	\$
		\$	

### 2.2 Billable Services:

- Evaluation for treatment the first three (3) sessions with the offender to determine if treatment is appropriate. This includes file review, interviews with the offender and production of a Treatment Plan or letter indicating that treatment is inappropriate at this time.
- Individual Counselling only authorized counselling sessions will be remunerated.
- Interim Reports/Final Reports not to exceed one (1) hour.
- Special Report(s) or letters as requested by CSC not to exceed one (1) hour to be preapproved by the Project Authority.
- Vocational, Educational and/or Psychological Testing/Assessments formal testing/assessments are not remunerated unless the Project Authority authorizes them in writing in advance.

### 2.3 Missed Appointments:

When an offender cannot attend a scheduled appointment, the contractor may invoice under the following circumstances:

- Appointment missed without notice given to the contractor 50% of the hourly fee
- When an appointment is missed with 24 hour notice given to the contractor, there will be no charge to CSC.

### 2.4 Option Year 2 (01-Oct 2025 to 30-Sept 2026)

Resource Category	Number of Hours	All-Inclusive Hourly Rate (in Cdn \$)	Total (in Cdn \$)
	Α	В	C = A X B
Treatment services	Max 120 Hours Per Contract Period	\$	\$
		TOTAL:	\$

### 2.5 Billable Services:

- Evaluation for treatment the first three (3) sessions with the offender to determine if treatment is appropriate. This includes file review, interviews with the offender and production of a Treatment Plan or letter indicating that treatment is inappropriate at this time.
- Individual Counselling only authorized counselling sessions will be remunerated.
- Interim Reports/Final Reports not to exceed one (1) hour.
- Special Report(s) or letters as requested by CSC not to exceed one (1) hour to be preapproved by the Project Authority.
- Vocational, Educational and/or Psychological Testing/Assessments formal testing/assessments are not remunerated unless the Project Authority authorizes them in writing in advance.

### 2.6 Missed Appointments:

When an offender cannot attend a scheduled appointment, the contractor may invoice under the following circumstances:

- Appointment missed without notice given to the contractor 50% of the hourly fee
- When an appointment is missed with 24 hour notice given to the contractor, there will be no charge to CSC.

### 3.0 Applicable Taxes

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

### 4.0 Electronic Payment of Invoices - Bid

Canada requests that Bidders complete option 1 or 2 below:

4.1 () 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).
- 4.2 () Electronic Payment Instruments will not be accepted for payment of invoices.

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

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

## **Annex C – Security Requirements Check List**

			CSD-ONT4841-	-HSEx	
Government	Gouverneme	ent		Contract Number / Numéro du co	
of Canada	du Canada	an -	Sec	21470-26-4037172 curity Classification / Classification d	
		SECURITY REQUIREMENTS			
PART A - CONTRACT INFOR	ISTE DE VERIF	ICATION DES EXIGENCES A - INFORMATION CONTRAC	RELATIVES A L	A SECURITE (LVERS)	
<ol> <li>Originating Government Dep</li> </ol>	artment or Organia	ation /	2. Br	anch or Directorate / Direction géné	
Ministère ou organisme gou				orrectional Service Canada -	
3. a) Subcontract Number / Nu	mero du contrat de	sous-traitance (3. b) Name	e and Address of S	Subcontractor / Nom et adresse du s	ious-traitant
4. Brief Description of Work / B		ı travail			
Delivery of sex offende	er treatment				
5. a) Will the supplier require a Le fournisseur aura-t-il ac	ccess to Controlled	I Goods?			No Yes
		ed military technical data subject	to the provisions o	f the Technical Data Control	No Yes
Regulations?			100		Non Oui
Règlement sur le contrôle	des données des données tech	techniques militaires non classif niques?	iees qui sont assu	jeules aux dispositions du	
Indicate the type of access	required / Indiquer	le type d'accès requis			
6. a) Will the supplier and its er	mployees require a	ccess to PROTECTED and/or CI	LASSIFIED inform	ation or assets?	No Yes
Le fournisseur ainsi que le (Specify the level of acces	es employés auron	t-ils accès à des renseignements	ou à des biens Pf	ROTÉGÉS et/ou CLASSIFIÉS?	Non Oui
		leau qui se trouve à la question	7. c)		
<ol><li>b) Will the supplier and its er</li></ol>	mployees (e.g. clea	ners, maintenance personnel) re	equire access to re	stricted access areas? No access	No Yes
Le fournisseur et ses emr	LASSIFIED Inform	ation or assets is permitted.	ont-ils accès à des	zones d'accès restreintes? L'accès	Non LOui
à des renseignements ou	à des biens PROT	ÉGÉS et/ou CLASSIFIÉS n'est p	oas autorisé.	20100 4 20000 10010 11001 2 40000	
c) Is this a commercial couri	er or delivery requi	rement with no overnight storage raison commerciale sans entrep	?		No Yes
THE STATE OF THE S			The second second		
7. a) Indicate the type of inform  Canada	nation that the supp	NATO / OTAN	n/a	formation auquel le fournisseur dev Foreign / Étrange	
			<u> </u>	Foreign / Etrange	n/a
<ol><li>b) Release restrictions / Res No release restrictions</li></ol>	trictions relatives a	All NATO countries		No release restrictions	
Aucune restriction relative		Tous les pays de l'OTAN		Aucune restriction relative	
à la diffusion		1		à la diffusion	
		_			
Not releasable À ne pas diffuser		11		1	
A lie pas ullusei	-	-1			
Restricted to: / Limité à :		Restricted to: / Limité à :		Restricted to: / Limité à :	
Specify country(ies): / Précise pays :	er le(s)	Specify country(ies): / Précis	er le(s) pays :	Specify country(ies): / Préci pays :	ser le(s)
pays.				pays .	
7. c) Level of information / Nive	au d'information	1			
PROTECTED A	X	NATO UNCLASSIFIED		PROTECTED A	
PROTÉGÉ A PROTECTED B		NATO NON CLASSIFIÉ NATO RESTRICTED	- =	PROTÉGÉ A PROTECTED B	
PROTÉGÉ B	X	NATO DIFFUSION RESTRE	INITE	PROTEGÉ B	
PROTECTED C [	=	NATO CONFIDENTIAL	IIVIE	PROTECTED C	
PROTÉGÉ C	1965	NATO CONFIDENTIAL		PROTEGÉ C	
CONFIDENTIAL [		NATO SECRET		CONFIDENTIAL	
CONFIDENTIAL	TANKS IN	NATO SECRET	1000	CONFIDENTIAL	
SECRET [		COSMIC TOP SECRET	一言	SECRET	
SECRET		COSMIC TRÈS SECRET		SECRET	
TOP SECRET				TOP SECRET	
TRÈS SECRET				TRÈS SECRET	
TOP SECRET (SIGINT)				TOP SECRET (SIGINT)	
TRÈS SECRET (SIGINT)				TRÈS SECRET (SIGINT)	
TBS/SCT 350-103(2004/12)		Security Classification / Cl	assification de séc	urité	Canadia
				1000000	Canadä
		T.			

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200	7	

Government of Canada Gouvernement du Canada

CSD-ONT4841-HSEx

Contract Number / Numéro du contrat 21470-26-4037172
Security Classification / Classification de sécurité

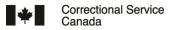
	aura-t-il accès à des renseign	TED and/or CLASSIFIED COMSEC info nements ou à des biens COMSEC désign		ASSIFIÉS?	Non U
	the level of sensitivity:	-16.119.4 c			
Will the supplie	tive, indiquer le niveau de sen er require access to extremely	sibilité : sensitive INFOSEC information or asse nements ou à des biens INFOSEC de na	ets? ature extrêmement délicat	a?	No Non Y
	of material / Titre(s) abrégé(s) mber / Numéro du document :				
RT B - PERSO	ONNEL (SUPPLIER) / PARTI	E B - PERSONNEL (FOURNISSEUR)	SERVED TO SURE	11 (A. 1823) A. 1844	
. a) Personnel	security screening level requi	red / Niveau de contrôle de la sécurité d	u personnel requis		
	RELIABILITY STATUS COTE DE FIABILITÉ	CONFIDENTIAL CONFIDENTIEL	SECRET SECRET	TOP SECRE	
	TOP SECRET – SIGINT TRÈS SECRET – SIGINT	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET NATO SECRET	COSMIC TO	P SECRET RÈS SECRET
	SITE ACCESS ACCÈS AUX EMPLACEMENT	rs .			
	Special comments: Commentaires spéciaux :deliv	very in GOND			
N	NOTE: If multiple levels of scre	ening are identified, a Security Classificati eaux de contrôle de sécurité sont requis	on Guide must be provided un quide de classification	de la sécurité doit être	fourni
b) May unscr	eened personnel be used for	portions of the work?		Tue la securite doit ette	No Y
Marie Committee		ire peut-il se voir confier des parties du t	ravail?		Non L C
	unscreened personnel be eso mative, le personnel en quest				No Non Y
DT C CAFE	CHADDS (CUDDI JED) / DAD	TIE C. MEGLIDES DE BROTECTION	EQUIDMISSELID)		
		TIE C - MESURES DE PROTECTION (	FOURNISSEUR)		
NFORMATION	I/ASSETS / RENSEIGNE	EMENTS / BIENS			
NFORMATION	I / ASSETS / RENSEIGNE			on its site or	No No
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NFORMATION  I. a) Will the su premises? Le fournise CLASSIFII  I. b) Will the su	I / ASSETS / RENSEIGNE pplier be required to receive a seur sera-t-il tenu de recevoir ÉS?	EMENTS / BIENS and store PROTECTED and/or CLASSI	FIED information or assets ments ou des biens PROT		I X
NFORMATION  1. a) Will the su premises? Le fourniss CLASSIFII  1. b) Will the su	I/ASSETS / RENSEIGNE  pplier be required to receive a  seur sera-t-il tenu de recevoir  es?  pplier be required to safeguar  seur sera-t-il tenu de protéger	EMENTS / BIENS  and store PROTECTED and/or CLASSII et d'entreposer sur place des renseigne d COMSEC information or assets?	FIED information or assets ments ou des biens PROT		Non No
NFORMATION  1. a) Will the su premises? Le fourniss CLASSIFII  1. b) Will the su Le fourniss	I/ASSETS / RENSEIGNE  ppplier be required to receive a  seur sera-t-il tenu de recevoir  es?  pplier be required to safeguar  seur sera-t-il tenu de protèger	EMENTS / BIENS  and store PROTECTED and/or CLASSII et d'entreposer sur place des renseigne d COMSEC information or assets? des renseignements ou des biens COM	FIED information or assets ments ou des biens PROT	ÉGÉS et/ou	Non No
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NFORMATION  I. a) Will the su premises? Le fourniss CLASSIFII I. b) Will the su Le fourniss  PRODUCTION  c) Will the pro at the supp Les installe et/ou CLAS	I/ASSETS / RENSEIGNI  pplier be required to receive a  seur sera-t-il tenu de recevoir  ÉS?  pplier be required to safeguar  seur sera-t-il tenu de protéger  duction (manufacture, and/or re  lier's site or premises?  attions du fournisseur serviront-t-  SSIFIÉ?	ements / BIENS  and store PROTECTED and/or CLASSII et d'entreposer sur place des renseigne d COMSEC information or assets? des renseignements ou des biens COM	FIED information or assets ments ou des biens PROT ISEC?	rial or equipment occur e matériel PROTÉGÉ	Non No
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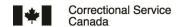
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## IT Security Requirements Technical Document / Document technique – Exigences en matière de sécurité des TI

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## IT Security Requirements

The IT Security Requirements are derived from the Directive on Security Management.

The requirements below apply to the above-noted contract and all contractors and external partners therein who access information of PROTECTED level sensitivity and use PROTECTED IT Equipment (refer to Appendix A: Definitions).

- Any suspected loss or theft of PROTECTED IT Equipment containing PROTECTED information must be reported by the Contractor to the Project Authority immediately.
- All PROTECTED IT Equipment must be located in a space that meets the requirements of an Operations Zone as defined in the G1-026 Guide to the Application of Physical Security Zones.
- 3. All PROTECTED information in the Contractor's custody stored, processed and/or shared electronically must be encrypted using drive encryption and/or file encryption using a product that meets Government of Canada (GC) encryption standards as defined in Cryptographic Algorithms for UNCLASSIFIED, PROTECTED A, and PROTECTED B Information and protected by a strong password (minimum 8 characters, uppercase letters, lowercase letters and numbers). Passwords should comply with Canadian Center Cyber Security (CCCS) Best Practices for Passphrases and Passwords.
- 4. All PROTECTED information in the Contractor's custody must be stored in Canada only as per section 4.4.1.10 of the Directive on Service and Digital. Storage of PROTECTED information on any other equipment or in any other location is prohibited.
- 5. Only Canadian-based cloud storage services that have been formally authorized by CSC may be used to store PROTECTED information. All other cloud services are prohibited. GC Cloud Brokering service listed as GC Cloud Providers by Shared Services Canada (SSC) and Canadian Center for Cyber Security (CCCS) must have a formal Security Assessment and Authorization (SA&A) by CSC. Authorization by CSC means service(s) has been reviewed by the Designated Official for Cyber Security (DOCS) and signed by the Chief Information Officer (CIO).
- 6. Current antivirus software must be installed and enabled with the most current virus definitions, updates and maintained on all PROTECTED IT Equipment on which it is possible to install antivirus software.
- 7. The Operating System (OS) and applications used on PROTECTED IT Equipment must be vendorsupported, i.e. current security patches must be available and the product must not have reached end of life, and the latest security patches must be installed. (For example, as of January 14th, 2020 Windows 7 OS is no longer supported).



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- Each authorized user who accesses PROTECTED IT Equipment must use their own unique account
  with user-level privileges and protect it using a strong password. Computer accounts must not be
  shared. Computer accounts with Administrator-level privileges must be used for system administration
  tasks only and must not be used for general user tasks, e.g. surfing the Internet, checking email,
  accessing OMS.
- Security event logging must be enabled and logs kept for a minimum of 1 month on all PROTECTED IT Equipment on which event logging is possible.
- A password protected screen saver set to 15 minutes or less must be enabled on all PROTECTED IT Equipment connected to or including a digital display or monitor.
- 11. All PROTECTED IT Equipment that is connected to the Internet must reside behind a network router that is securely-configured using industry best practices, e.g. NAT-enabled firewall, password-protected and documented configuration, security logging enabled, maintained and reviewed, and filtered access.
- 12. When PROTECTED IT Equipment is no longer required to store or process PROTECTED information, the information stored on the equipment must be securely destroyed in accordance with IT Media Sanitization. Any PROTECTED information stored on cloud storage services must also be deleted when no longer needed.
- 13. All PROTECTED IT Equipment must have its internal data storage devices, e.g. hard drives, removed and secured with the Contractor prior to the equipment being removed from the Contractor's premises for service.
- 14. If it has been determined that PROTECTED IT Equipment is no longer serviceable, any internal data storage devices, e.g. hard drives, contained in the equipment must be surrendered to the Project Authority for destruction. If the internal storage cannot be removed from its host equipment, the host equipment itself must be surrendered to the Project Authority for destruction.
- 15. When PROTECTED information is displayed on the screens of PROTECTED IT Equipment or viewed in printed format, it must not be viewable by unauthorized persons.
- 16. All remote access to PROTECTED IT Equipment is prohibited.

## Additional Security for Connectivity (and other External Partners)

In addition, for contracts where a connectivity requirement has been identified in the SRCL, i.e. "yes" to question 11e, the following IT Security requirements must be met:

- 17. All PROTECTED IT equipment used to access Offender Management System (OMS), its ancillary applications or CSC's email system must meet the following requirements:
  - a. The BIOS is protected with a strong password.
  - b. The BIOS is configured to allow booting only from the system drive, e.g. C: drive.
  - All wireless capability is disabled.
  - d. The system is locked or shut down when not in use.
- 18. All PROTECTED IT equipment used to access OMS, its ancillary applications or CSC's email system must never have the following installed and/or used on the equipment unless specifically-authorised by CSC:

CSC IT Security / Sécurité de la TI, SCC, v4.3, 2021-11-10

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- a. Tools that could circumvent security controls.
- b. Peer-to-peer (P2P) software used to communicate with other systems over the Internet
- c. Client-server software such as web servers, proxy servers or file servers.
- d. Web-based email services.
- e. Remote-control software.
- f. Cloud services, including storage (see Requirement 4).

## Departmental Security - Physical and Personnel

In addition to the aforementioned items, compliance with the following items below is assumed through Designated Organization Screening (DOS) and Document Safeguarding Capability (DSC) verifications conducted by Canadian Industrial Security Directorate (CISD):

- Each Contractor, Contractor's agents, subcontractors, volunteers or any other parties requiring access
  to PROTECTED information must hold a valid RELIABILITY STATUS security clearance, granted by the
  CISD of Public Works and Government Services Canada (PWGSC) and have a legitimate need-to-know
  for the information provided.
- When not in use, all Portable Data Storage Devices containing PROTECTED information must be secured in a security container that meets GC security standards within an Operations Zone.
- All documentation produced or completed by the Contractor which contains PROTECTED information
  must have its sensitivity labeled in the upper right hand corner on the face of each page of the
  document. Also, all Portable Data Storage Devices must be labelled with the highest sensitivity level of
  the information contained therein, e.g. PROTECTED B.





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## IT Security Requirements Technical Document / Document technique – Exigences en matière de sécurité des TI

### Appendix A: Definitions

PROTECTED IT Equipment - All Information Technology (IT) equipment and devices (such as, but not limited to, servers, desktop computers, Portable Data Storage Devices) that are used to access, store and/or process information of PROTECTED level sensitivity.

Portable Data Storage Device (PDSD) - Devices that are portable and contain storage or memory into which users can store information are considered portable data storage devices. Examples of portable data storage

- USB devices (e.g. memory sticks, external hard drives);
- eSATA (External Serial Advanced Technology Attachment) devices;
- Tablets, laptops, smart devices (e.g. BlackBerry), and cameras; and
- Portable media tapes, optical discs (e.g. CDs and DVDs).

### Appendix B: References

- Directive on Security Management https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32611
- Directive on Service and Digital https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32601
- G1-026 Guide to the Application of Physical Security Zones http://www.rcmp-grc.gc.ca/physec-secmat/pubs/g1-026-eng.htm
- Cryptographic Algorithms for UNCLASSIFIED, PROTECTED A, and PROTECTED B Information https://cyber.gc.ca/en/guidance/cryptographic-algorithms-unclassified-protected-and-protected-binformation-itsp40111
- IT Media Sanitization https://www.cyber.gc.ca/en/guidance/it-media-sanitization-itsp40006
- G1-001 Security Equipment Guide http://www.rcmp-grc.gc.ca/physec-secmat/res-lim/pubs/seg/html/home\_e.htm
- Best Practices for Passphrases and Passwords (ITSAP.30.032) https://cyber.gc.ca/en/guidance/best-practices-passphrases-and-passwords-itsap30032
- Security requirements for contracting with the Government of Canada https://www.tpsgc-pwgsc.gc.ca/esc-src/index-eng.html



### **ANNEX D - Evaluation Criteria**

### 1.0 Technical Evaluation:

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

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

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

### 1.6 Response Format

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



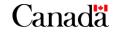
## MANDATORY TECHNICAL CRITERIA - 21470-26-4037172

#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met
M1	The bidder must show proof that they have a minimum of a Masters Degree or higher level of education in either Social Work, Correctional/Forensic, Clinical, or Counselling Psychology.		
M2	The bidder must show proof of no less than two(2) years experience(within five(5) years from the closing date of the RFP) providing treatment to sexual offenders.		
M3	Bidders must have a minimum of 2 years experience working with male or female offenders in areas such as case management, risk assessment and in the provision of case consultation normally acquired through previous working relations with parole or probation offices.		
M4	Bidders must demonstrate evidence of affiliation with recognized and accepted provincial/national agencies or organizations which are considered to be part of the criminal justice system or have significant links with the criminal justice system.		



## POINT RATED TECHNICAL CRITERIA - 21470-26-4037172

	Point Rated Technical Criteria	Max Scope	Bidder Response (Bidder to explain how points are
#		ооорс	obtained and reference location in bid)
R1	Experience in providing treatment services to incarcerated offenders in the provincial correctional, provincial forensic mental health facilities or in federal correctional facilities.		
	< 24 months 0 points 24 to 35 months 10 points 36 to 47 months 15 points 48 to 59 months 20 points	20 Points	
R2	Experience in providing assessments to offenders under parole supervision or probation in the community in the provincial or federal correctional system.		
	< 24 months 0 points 24 to 35 months 10 points 36 to 47 months 15 points 48 to 59 months 20 points	20 Points	
R3	Experience in providing administered treatment to adult offenders under provincial or federal parole supervision.		
	< 24 months 0 points 24 to 35 months 10 points 36 to 47 months 15 points 48 to 59 months 20 points	20 Points	
R4	Experience in providing Sex Offender Treatment Services to offenders in the following: Provincial Correctional, Provincial forensic mental health facilities or in federal correctional facilities.		
	< 24 months 0 points 24 to 35 months 10 points 36 to 47 months 15 points 48 to 59 months 20 points	20 Points	
R5	Experience in providing Sex Offender Treatment Services to offenders in the following: Parole supervision or probation in the community in the provincial or federal correctional system.		
	< 24 months 0 points 24 to 35 months 10 points 36 to 47 months 15 points 48 to 59 months 20 points  Total # of points	20 Points	
	Minimum Score Required: 70 Points	/100 Points	



### **ANNEX E - Insurance Requirements**

### 1. Commercial General Liability Insurance:

- 1.1 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.
- 1.2 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 Correctional Service of Canada.
  - b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g) Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j) Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

### 2. Litigation Rights:

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

For the province of Quebec, send to:



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

For other provinces and territories, send to:

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

2.2 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.

### 3. Professional Liability Insurance:

- 3.1 The Contractor must obtain Professional Liability Insurance in an amount of \$5,000,000.00, 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 \$5,000,000 per loss.
- 3.2 Coverage is for what is standard in a Professional Liability policy and must be for claims arising out of the rendering or failure to render psychological services resulting in injury, mental injury, illness, disease or death of any person caused by any negligent act, error or omission committed by the Contractor in or about the conduct of the Contractor's professional occupation or business of good samaritan acts.
- 3.3 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.
- 3.4 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.

