

Correctional Service Canada Service correctionnel Canada

RETURN BIDS TO : RETOURNER LES SOUMISSIONS À :

Bid Receiving - Réception des soumissions:

Correctional Service Canada / Service correctionnel du Canada Prairie Region / Région des prairies Contracting & Materiel Services 3427 Faithfull Avenue Saskatoon SK S7K 8H6

Attention : Claudette Chabot

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal to: Correctional Service 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.

Proposition à: Service Correctionnel du Canada

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

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

Vendor/Firm Name and Address — Raison sociale et adresse du fournisseur/de l'entrepreneur :

Telephone # — N^{o} de Téléphone :

Fax # — No de télécopieur :

Email / Courriel : ____

GST # or SIN or Business # — N° de TPS ou NAS ou N° d'entreprise :

| Solicitation No. — N | Nº. de | Date: |
|---|---|---|
| l'invitation | | September 28, 2017 |
| 57101-18-2659188 Client Reference No | NTO 1.1 | |
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| GETS Reference No | $\mathbf{N} = \mathbf{N}^{\circ}$. de l | Référence de SEAG |
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| at /à : 14 :00 CS ⁻ | T / heure ı | normale du centre |
| on / le : October | 13, 2017 | / le 13 octobre, 2017 |
| | | |
| Address Enquiries t | to — Soume | ttre toutes questions à: |
| Claudette Chabot | | |
| 501Contracts@csc-scc. | <u>gc.ca</u> | |
| Telephone No. – Nº de 306-659-9256 | téléphone: | Fax No. – Nº de télécopieur: |
| Destination of Goods | Services and | Construction: |
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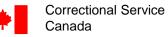


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PART 1 - GENERAL INFORMATION

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 Industrial Security Program (ISP) of Public Works and Government Services Canada (<u>http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html</u>) website.

2. Statement of Work

The work to be performed is detailed under Article 2, Part 6 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 independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at <u>boa-opo@boa-opo.gc.ca</u>. You can also obtain more information on the OPO services available to you at their website at <u>www.opo-boa.gc.ca</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</u> Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

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

The 2003 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2. Submission of Bids

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

***Due to the nature of the bid solicitation, bids transmitted by facsimile or email to CSC will not be accepted.

3. Former Public Servants

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

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

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

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

"pension" means a pension or annual allowance paid under the *Public Service Superannuation* <u>Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary</u>



Service correctionnel Canada

<u>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</u> <u>Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension</u> <u>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 <u>Contracting Policy Notice:</u> <u>2012-2</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

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.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

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 Alberta.

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 separately bound sections as follows:

Section I: Technical Bid: three (3) hard copies

Section II: Financial Bid: NOT REQUIRED

Section III: Certifications: one (1) hard copy

Section IV: Additional Information: one (1) hard copy

CSC requests that bidders follow the format instructions described below in the preparation of their bid:

- i. use 8.5 x 11 inch (216 mm x 279 mm) paper;
- ii. use a numbering system that corresponds to the bid solicitation.

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 <u>Policy</u> <u>on Green Procurement</u> (http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html). To assist Canada in reaching its objectives, bidders should:

- i. use 8.5 x 11 inch (206 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- ii. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duo tangs or binders.

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

As there is a National Fee Schedule, bidders are not required to submit a financial proposal.

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 Industrial Security Program (ISP) that the Contractor and individuals hold a valid security clearance at the required level, as indicated in Part 1, clause 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

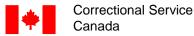
Proposals will be evaluated to determine if they meet all mandatory requirements outlined in **Annex D – Evaluation Criteria**. Proposals not meeting all mandatory criteria will be declared non-responsive and will be given no further consideration.

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**.

2. Basis of Selection

- 1. To be declared responsive, a proposal must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory technical evaluation criteria; and
 - c. "obtain the required minimum of 45 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 80 points."
- 2. Proposals not meeting (a) or (b) or (c) will be declared non-responsive. The responsive bid with the highest number of points will be recommended for award of a contract.



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. Certification Required with the Bid

Bidders must submit the following duly completed certification as part of their bid.

1.1 Integrity Provisions – Declaration of Convicted Offenses

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

2. 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.

2.1 Integrity Provisions – Required documentation

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.

2.2 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 (<u>http://www</u>.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_cont ractor_program.page?&_ga = 1.229006812.1158694905.1413548969).

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 "<u>FCP Limited Eligibility to</u> <u>Bid</u> " list at the time of contract award.

2.3 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.

2.4 Education and Experience

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



2.5 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 ISP) apply to and form part of the Contract.

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 Capability* (DSC) at the level of **PROTECTED B** issued by the Canadian Industrial Security Directorate (CISD) of Public Works and Government Services Canada (PWGSC).

2. The Contractor/Offeror personnel requiring access to **PROTECTED** information, assets or work site(s) must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.

3. The Contractor **MUST NOT** utilize its Information Technology systems to electronically process, produce or store **PROTECTED** information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of **PROTECTED B**.

4. Subcontracts, which contain security requirements, are **NOT** to be awarded without the prior written permission of CISD/PWGSC.

- 5. The Contractor/Offeror must comply with the provisions of the:
 - a) Security Requirements Check List and Security Guide (if applicable), attached at Annex C;
 - **b)** Industrial 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:

[Insert all of the Contractor's locations where safeguarding measures are required]

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 Industrial Security Program (ISP) that the contractor and individuals hold a valid security clearance at the required level of document safeguarding capability.



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2. Statement of Work

The Contractor must provide the items detailed under the "Requirement" 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 <u>Standard Acquisition Clauses and Conditions</u> Manual (https://buyandsell.gc.ca/policy-and-guidelines/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 (2016-04-04), General Conditions - Professional Services (Medium Complexity), apply to and form part of the Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of award (approximately April 1, 2018) to March 31, 2023 inclusive.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Claudette Chabot Contracting and Material Services Correctional Service Canada, Prairie Headquarters 3427 Faithfull Ave Saskatoon, SK S7K 8H6 Telephone: 306-659-9255 E-mail address: <u>501Contracts@csc-scc.gc.ca</u>

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.

[Fill in at contract award only.] 5.2 Project Authority

The Project Authority for the Contract is:

Name: (XXX) Title: (XXX) Correctional Service Canada Branch/Directorate: (XXX)



Telephone: (XXX) Facsimile: (XXX) E-mail address: (XXX)

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.

[Fill in at contract award only.] 5.3 Contractor's Representative

The Authorized Contractor's Representative is:

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

6. Payment

6.1 Basis of Payment

6.2 Limitation of Expenditure

- 1. Canada's total liability to the Contractor under the Contract must not exceed \$_____, Customs duties are subject to exemption and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contractor must notify in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.



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

6.3 Terms of Payment – 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

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the <u>National Joint Council Travel Directive</u> and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the "Project Authority".

All payments are subject to government audit.

Estimated Cost: \$ _____.

7. Invoicing Instructions

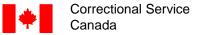
- 1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- 2. Invoices must be distributed as follows:
 - a. One (1) copy must be forwarded to the **Project Authority** (Article 5.2) identified under the section entitled "Authorities" of the Contract.

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 Alberta.

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 General Conditions 2010B 92016-04-04), Professional Services (medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) the Contractor's proposal dated _____ (to be inserted at contract award)

11. Termination on Thirty Days Notice

- 11.1 Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.
- 11.2 In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

12. Insurance

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

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:

- (a) 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).
- (b) The Contractor shall advise the Minister of any change in ownership control for the duration of the contract.
- (c) 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 shall have the right to treat this Contract as being in default and terminate the contract accordingly.
- (d) 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 shall 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 at: www.csc-scc.gc.ca 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 shall comply with all laws concerning health and labour conditions applicable to the performance of the Work or part thereof and shall 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 shall 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 shall 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 him or herself 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 understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties for both the process and to bear the cost of such process, assist in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or applicable of a term and condition of this contract. The Office of Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at <u>boa-opo@boa-opo.gc.ca</u>.

20. Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by (*the supplier <u>or</u> the contractor <u>or</u> the name of the entity awarded this contract*) respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and the application of the terms and conditions and the scope of work of this contract are not in dispute. The Office of Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa-opo@boa-opo.gc.ca.

21. Privacy

- 21.1 The Contractor acknowledges that Canada is bound by the Privacy Act, R.S.C. 1985, c. P-21, with respect to the protection of personal information as defined in that Act. The Contractor shall keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract, and shall not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract.
- 21.2 All such personal information is the property of Canada, and the Contractor shall have no right in or to that information. The Contractor shall deliver to Canada all such personal information in whatever form, including all copies, drafts, working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation



which have been made or obtained in relation to this Contract, upon the completion or termination of the Contract, or at such earlier time as the Minister may request. Upon delivery of the personal information to Canada, the Contractor shall have no right to retain that information in any form and shall ensure that no record of the personal information remains in the Contractor's possession.

22. Proactive Disclosure of Contracts with Former Public Servants

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

23. Information Guide for Contractors

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



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MINIMUM CONTRACT REQUIREMENTS – COMMUNITY ASSESSMENT & PAROLE SUPERVISION (CAPS)

BACKGROUND / OBJECTIVE

- In accordance with the Corrections and Conditional Release Act (CCRA), the purpose of conditional release is to contribute to the protection of society. One of the ways that this legislative mandate is fulfilled is to assist offenders to reintegrate into the community as law-abiding citizens. The CCRA requires that the Correctional Service of Canada (CSC) ensure that programs, plans, and supervision are in place in institutions and the community to assist in an offender's reintegration.
- To assist CSC in meeting its mandate, there are times when CSC will contract with independent agencies/individuals to provide case management services i.e. supervision, risk assessment, urinalysis collection, report writing, etc., for offenders on conditional release and offenders subject to a Long-Term Supervision Order (LTSO).

SCOPE

3. The Contractor must provide the following services:

| SERVICES | |
|---------------------------------------|-----|
| SUPERVISION OF OFFENDERS | YES |
| UNESCORTED TEMPORARY ABSENCE AND | YES |
| WORK RELEASE SUPERVISION | |
| PRELIMINARY ASSESSMENTS (PA) | |
| COMMUNITY ASSESSMENTS (CA) (INCLUDING | |
| POST-SENTENCE COMMUNITY | |
| ASSESSMENTS [PSCA]) | |
| COMMUNITY ASSESSMENTS (CA) | YES |
| TANDEM ACCOMPANIMENT/ SUPERVISION | YES |
| OTHER (PROVIDE DETAILS) | |

LOCATION OF WORK

4. The Contractor must provide services in the following geographical area(s): Barrhead Alberta and area.

LANGUAGE OF WORK

Canada

5. The Contractor must provide all services in the official language of the offender's choice (English or French).

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DEFINITIONS:

| Level of Intervention | Minimum frequency of face-to-face contacts per month that the Parole Officer/Contractor must have with the offender. The level of intervention may also be referred to as frequency of contact. | | |
|-----------------------|---|--|--|
| Parole Supervisor | Refers to a CSC Parole Officer or a person entrusted by the CSC with the guidance and supervision of an offender. (CCRA sect. 99 (1)) | | |
| Reliable Information | Information which is substantiated or confirmed by one or more independent sources; the information is logical and consistent with other corroborated information on the same subject. | | |

RESPONSIBILITIES OF THE DEPARTMENT

- 6. The Project Authority will consult with the Contractor regarding safe supervision practices and assist with any problem solving that may be necessary.
- 7. The Project Authority will provide the Contractor with the following information at the time the contract is awarded:
 - a. The format and instructions for completing/submitting the required reports including timeframes; and
 - b. The names and contact information for the relevant CSC contacts (National Monitoring Centre, Technical Authority, Parole Officer Supervisor).
- 8. The Project Authority will ensure that the Contractor has access to all applicable legislation, policies and procedures pertaining to the supervision and management of conditionally released offenders. The Project Authority will provide the Contractor with information relating to changes in policy, procedures or practices applicable to the Statement of Work.
- 9. The Project Authority will provide essential case management information for each offender supervised by the Contractor. The Project Authority will make this information available electronically through the Offender Management System (OMS) unless it is only available in hard copy or the Contractor is not connected to OMS or via other CSC-approved secure electronic means of communication. The information and documents to forward are the following:
 - a. Certificate of release;
 - b. Community Assessments (if relevant);
 - c. Correctional Plan Initial (including the Criminal Profile);
 - d. Correctional Plan Update (including the Community Strategy);
 - e. FPS Sheet;
 - f. Parole Board Canada Decision Sheet;
 - g. Pre-release Assessment for Decision report and any addendum reports;
 - h. Psychological Reports (if relevant);
 - i. Standard Profile;
 - j. Updated photograph; and
 - k. Any other information relevant to the management of the offender's case.
- 10. The Project Authority will provide a returnable temporary docket to the Contractor containing pertinent information relating to requests for written reports (i.e. community strategy, temporary absence, community assessments, etc.), unless the Contractor was granted access to other secured means of electronic communication such as the Offender Management System (OMS).
- 11. The Project Authority will provide the Contractor a secure electronic correspondence solution to



enable communication on offender information which meets the Government of Canada Security Policy. Where electronic correspondence is not an option, correspondence will be done by mail according to required security standards.

- 12. Prior to any Contractor beginning work under the contract, the Project Authority will offer information specific to the services to be provided. Following the information session, the Project Authority will ensure the Contractor signs a form confirming that the information was provided. The information provided may include, but is not limited to the following:
 - a. Policy on Confidentiality;
 - b. Information on obligations related to the Access to Information Act and the Privacy Act,
 - c. Policy on Emergency Measures;
 - d. Policy on Staff Safety;
 - e. Relationship to the Correctional Service of Canada;
 - f. Contractual Obligations;
 - g. Information Management & Security; and
 - h. Information Guide for Contractors.
- 13. The Project Authority will monitor and audit the Contractor's compliance with the national policies and standards applicable to this Statement of Work. The Contractor must facilitate and cooperate with such monitoring and audit.

MANDATORY REPORTING

- 14. The Contractor must ensure that if, upon release, the offender fails to contact the Contractor at the scheduled time of arrival and no valid circumstances can be determined, immediate action is taken to advise the Technical Authority of the offender's failure to arrive. If the Technical Authority is not available during normal working hours, the Contractor must contact a Parole Officer Supervisor (POS). The Contractor must contact the National Monitoring Centre (NMC) after-hours.
- 15. During the period of this contract, should the offender's behaviour deteriorate, should he/she be in violation of any release conditions, or if there are any indications that the offender's risk has increased, the Contractor must inform the Technical Authority without delay. The person delegated under section 135 of the CCRA, in conjunction with the Technical Authority, must take appropriate measures to ensure public safety and document such measures accordingly. The Contractor must contact the National Monitoring Centre (NMC) after-hours.
- 16. The Contractor must immediately advise the Technical Authority or the NMC after-hours when any information has been received that would be relevant to CSC to make decisions in the event that interventions are required, and when reliable information exists that the offender has:
 - a. been charged with or is planning to commit a new offence;
 - b. violated or is about to violate a term or condition of release;
 - c. not reported and whereabouts are unknown; or,
 - d. been involved in any other situation which would lead to the conclusion that continued release would constitute an undue risk to society,



TASKS TO BE PERFORMED BY THE CONTRACTOR

- 17. The Contractor must follow all legislation and policies pertaining to the management and supervision of offenders under federal jurisdiction, in the completion of tasks related to the Statement of Work.
- 18. The Contractor must contact the Project Authority or his/her designate for any clarification/inquiries relating to this contract, and/or CSC legislation and policies.
- 19. Where the Contractor has been provided with direct access to OMS in read/write mode, the Contractor will be responsible for entries in relation to the services identified above in accordance with applicable legislation and policies. Where the Contractor has not been provided with direct access to OMS, the Contractor must forward entries in relation to services identified above to CSC, as directed by the Project Authority and agreed upon by the Contractor, in accordance with all security requirements.

CONDITIONAL RELEASE - COMMUNITY SUPERVISION

- 20. The Technical Authority will assign the supervision of offenders on conditional release and those subject to Long-Term Supervision Orders (LTSO) following the appropriate referral, review, and acceptance procedures established by CSC and in accordance with applicable legislation and policy, including requirements in terms of staff safety assessment.
- 21. The Contractor must ensure that offenders, their community supports and local police agencies are provided with CSC's contact numbers to be used in times of crisis or, when the Contractor is unavailable.
- 22.At the initial interview with the offender, the Contractor must review items listed in the Initial Interview Checklist (CSC Form # 1331). A signed copy of the Initial Interview Checklist must be forwarded to the Technical Authority to be placed on the offender's Case Management file.
- 23. The Contractor must, on a regular basis, in accordance with supervision policies and in consultation with the Technical Authority, verify the offender's place of residence, confirm that the information contained in the Standard Profile is updated, and identify programs considered critical to the offender's reintegration. The Standard Profile must be updated as changes occur in the offender's situation.
- 24.Case Management reports must be submitted to the Technical Authority according to the format and frequency determined in consultation with the Project Authority and according to CSC policies.
- 25. The Contractor must maintain clear, legible and detailed Casework Records which shall include reference to all contacts made with the offender, location of contact (e.g. home, work); time and date of contact; type of contact (e.g. face to face, phone). The Contractor must clearly indicate in Casework Records if the contact is collateral and the name(s) of the community support (s) and their relationship to the offender.
- 26.All Casework Records prepared by the Contractor must be delivered to CSC within a maximum of five (5) days following the contact or activity in accordance with policy requirements. If the Contractor has access to OMS, the Contractor must enter Casework Records in OMS in accordance with policy as soon as possible, but no later than seven (7) days.

27.At the request of the Technical Authority , the Contractor must prepare and submit a formal written



report (which may include the Correctional Plan [CP] - Update, Assessment for Decision, etc.) to the Technical Authority in the following circumstances:

- a. an increase in the offender's risk;
- b. a breach of a special condition;
- c. suspension;
- d. transfer of the case;
- e. proposal for change to the conditions of release;
- f. any situation requiring notification to the Parole Board of Canada;
- g. exceptional incidents; and,
- h. termination of supervision (including suspension and warrant expiry).
- 28. The Contractor will share the contents of the report(s) with the offender.
- 29. Case Conferences between the Contractor and the Technical Authority shall take place at a frequency determined in consultation with the Technical Authority and according to CSC policies. The Case Conferences must address the behaviour of the offender and the strategies which might be required in the management of the case, and the results must be noted in a Casework Record by the Contractor, in accordance with paragraph 27.
- 30. The Contractor must be cognizant of and consider all relevant information provided to CSC by victims in the management of an offender's case.
- **TEMPORARY ABSENCES** (The supervision of offenders on Unescorted Temporary Absence (UTA), and/or the supervision of offenders on Work Release (WR)).
- 31.At the request of the Project Authority, the Contractor must meet in person or by telephone with offenders released to the area on an UTA or WR, in accordance with reporting requirements identified in the temporary absence permit.
- 32. The Contractor must conduct a follow-up interview with the UTA/WR sponsor immediately following completion of the UTA or WR. This interview can be completed by telephone.
- 33. The Contractor must complete and forward the Post Temporary Absence/Work Release Evaluation Report (CSC/SCC 1082) to the Technical Authority following the completion of the absence. The evaluation will relate to the specific objectives outlined in the original decision granting the UTA or WR.

TANDEM SUPERVISION (The accompaniment of the assigned Contractor by a second individual).

- 34. The Contractor must, in consultation and as approved by the Technical Authority, obtain the assistance of a CSC-authorized person (e.g. Program Officer, Psychologist, Parole Officers, Police Officer or other) to accompany him/her on home visits in accordance with CSC's Tandem Supervision policy.
- 35. The Contractor may, at the request of the Project Authority, accompany a CSC Parole Officer on a tandem supervision home visit.

REPORT WRITING



- 36.In addition to the reporting requirements outlined in the sections entitled 'CONDITIONAL RELEASE COMMUNITY SUPERVISION' and 'TEMPORARY ABSENCES', the Contractor must complete the following reports at the request of the Project Authority in accordance with applicable legislation and policy:
 - a. Preliminary Assessment report;
 - b. Community Assessment report;
 - c. Post-Sentence Community Assessment report; and
 - d. Community Strategy report.
- 37. The Contractor must submit the completed reports to the Technical Authority in an electronic format and/or hard copy as identified by the Project Authority and agreed upon by the Contractor, within the timeframes outlined in applicable policies.

SHARING AND SHIPPING OF OFFENDER INFORMATION

- 38. The Contractor must not share copies of documentation provided by CSC with the offender unless authorized to do so by the Project Authority, in accordance to CSC policies and guidelines.
- 39. The Contractor must return all offender information provided by CSC within 30 days of the transfer or termination of supervision (including suspension and warrant expiry) or, following the termination of the contract by CSC, whichever is sooner unless the Project Authority gives written consent instructing otherwise to the Contractor.
- 40. The Contractor must pack and ship all offender information in accordance with the CSC Offender Records User's Guide. This must include providing an itemized list of documentation and files being returned to CSC on a Transmittal Note & Receipt Form (CSC-0827).

STORAGE OF OFFENDER INFORMATION

41.All electronic exchanges of information and correspondance must be managed in accordance with the Government of Canada Security Policy.

MONTHLY ACTIVITY REPORTS:

- 42. The Contractor must provide monthly activity reports to the Technical Authority, including:
 - a. Supervision cases identifying the offender's name and FPS number, supervision level and the date supervision commenced;
 - b. Supervised UTAs or Work Releases identifying the offender's name and FPS number and the period (weekday or weekend) during which supervision was provided; and,
 - c. Number of completed reports identified by type of reports (CA, PSCA, PA, etc.), offender name and FPS number.



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AUTHORITIES

44. Contracting Authority (To be provided in each contract)

The Contracting Authority for the Contract is:

Contracting & Materiel Services Correctional Service Canada 3427 Faithfull Avenue Saskatoon SK, S7K 8H6 Telephone: 306-659-9255 E-mail address: 501Contracts@csc-scc.gc.ca

45. 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.

46. Technical Authority (To be provided in each Contract)

| The Technical Authority for the Co | ontract is: |
|------------------------------------|-------------|
| Name: | |
| Title: | |
| Organization: | |
| Address: | |
| Telephone: | |
| Facsimile: | |
| E-mail address: | |

47. The Technical Authority is the representative of the department for whom the work is being carried out under the Contract and is the Contractor's primary contact with regards to the Work under the Contract. Matters relating to the Work under the Contract may be discussed with the Technical Authority; however, the Technical 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.

48. Project Authority (To be provided in each Contract)

The Project Authority for the Contract is:

| Name: | |
|-----------------|------|
| Title: | |
| Organization: | |
| Address: | |
| Telephone: | |
| Facsimile: | |
| E-mail address: | |

49. The Project Authority or his/her designated representative will be responsible for monitoring the progress of the work and will be responsible for the technical requirements; the acceptance and approval of the deliverables. Any proposed changes to the scope of work may be discussed with the





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Project Authority, but any resulting changes can only be authorized by an amendment issued by the Contracting Authority.



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 shall be paid the all inclusive firm rate(s) below in the performance of this Contract, Applicable taxes extra.

For the period April 1, 2018 to March 31, 2023 Professional Fees not to exceed \$ 151 340.40 Travel (and Living Expenses if applicable) not to exceed \$12,000.00

Schedule of Fees (As per current National Rates)

- A. <u>\$213.20</u> for each Community Assessment (CA), Post-Sentence Community Assessment (PCA), Community Strategy (CS) and Assessment for Decision (A4D).
- B. <u>\$213.20</u> for each Preliminary Assessment
- **C.** <u>\$197.20</u> for each paroled person for each month of parole supervision, including the month during which supervision terminates. For a portion of the said month, the rate will be prorated by dividing the monthly rate (1B) by the number of supervision days in the said month.
- D. <u>\$107.90</u> for each temporary absence occurring during the week; and
- E. <u>\$163.80</u> for each temporary absence occurring during the weekend or any part thereof, or during a statutory holiday, or any part thereof; for the purpose of this agreement, a "weekend" is the period of time between 1700 hours Friday and 0900 hours the following Monday, and a "statutory holiday" means a holiday as defined in the Interpretation Act, R.S.C. 1970, Ch. 1-23, s.28.
- F. Kilometres traveled will be paid in accordance with Treasury Board travel directive rates at the time of travel for travel to supervise offenders and complete community assessments. Mileage will be paid for assignments posted outside of a 25 km radius of the contractor's home. Mileage will only be paid for assignments agreed to in advance between the Project Authority and contractor.
- G. Payment of \$36.00 for each tandem visit when accompanying a Parole Officer
- **H.** Should supervision services be provided to an inmate for more than one temporary absence during the same calendar month, the rate referred to in Article (b) herein will prevail.
- I. When required to travel for training, meals and accommodations, will be reimbursed according to Treasury Board Travel Guidelines. Private vehicle use will be reimbursed at the current Treasury Board rates.

2.0 HST or GST

- (a) All prices and amounts of money in the contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.
- (b) The estimated GST of \$7,567.02 is included in the total estimated cost shown on page 1 of this Contract. The estimated GST or HST to the extent applicable 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 the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of GST or HST paid or due.

3.0 Invoices

Invoices are to be submitted to:

Trent E. Kane, Area Director Correctional Service of Canada Northern Alberta/NWT Area Parole 9530 - 101st Avenue, 2nd Floor Edmonton, Alberta T5H 0B3

Invoices should reference the following numbers:

Contract no.: Financial code:

57110-642-00000-240-04700.1.1 57110-642-00000-240-04701.1.1 57110-642-00000-240-02220.1.1 Travel

Community Assessments Parole Supervision

Annex C – Security Requirement Check List

| | CEIVEN | |
|--|---|---|
| C /. | RECEIVED SEP 2 5 2017 Dent 57101-18 | PRA2607 |
| Government Gouverned | <017 / | Contract Number / Numéro du contrat |
| of Canada du Canada | 57101-18 | 8-2659188 |
| | | rity Classification / Classification de sécurité |
| | | |
| LISTE DE VÉ | SECURITY REQUIREMENTS CHECK LIST (| |
| ART A - CONTRACT INFORMATION / PARTI | E A - INFORMATION CONTRACTUELLE | |
| Originating Government Department or Organ Ministère ou organisme gouvernemental d'ori | | anch or Directorate / Direction générale ou Direction prrectional Service of Canada Parole //W |
| a) Subcontract Number / Numéro du contrat d | e sous-trailance 3. b) Name and Address of S | ubcontractor / Nom et adresse du sous-traitant |
| Brief Description of Work / Brêve description | du travail | |
| Community Assessment and Parole Supervision | | rw |
| | Barrhead AB and surrounding area | 1 / W |
| a) Will the supplier require access to Controlle Le fournisseur aura-t-il accès à des marcha | | No Ye |
| | fied military technical data subject to the provisions of t | |
| Regulations? Le fournisseur aura-t-il accès à des donnée | s techniques militaires non classifiées qui sont assujet | Non Ou |
| sur le contrôle des données techniques? Indicate the type of access required / Indique | | |
| | | |
| | access to PROTECTED and/or CLASSIFIED informati nt-ils accès à des renseignements ou à des biens PRC | |
| (Specify the level of access using the chart | | |
| (Préciser le niveau d'accès en utilisant le ta b) Will the supplier and its employees (e.g. cle | aners, maintenance personnel) require access to restr | ricted access areas? No access to 7 No 7 Ye |
| PROTECTED and/or CLASSIFIED informa | tion or assets is permitted. | Non Ou |
| | oyeurs, personnel d'entretien) auront-ils accès à des zo TÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. | ones d'acces restreintes? L'acces |
| c) Is this a commercial courier or delivery requisite S'agit-il d'un contrat de messagerie ou de li | irement with no overnight storage? vraison commerciale sans entreposage de nuit? | No Ye |
| a) Indicate the type of information that the sur | | |
| a) molecule the type of molecule the sep | plier will be required to access / Indiquer le type d'infor | mation auquel le fournisseur devra avoir accès |
| Canada 🗸 | plier will be required to access / Indiquer le type d'infor NATO / OTAN | Foreign / Étranger |
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Security Classification / Classification de sécurité

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| | or cariada du c | anaua | 5110 | | ication / Classification | de sécurité |
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| | 1 Sugar | | | | | |
| Will the sup Le fournisse If Yes, indic | eur aura-t-il accès à des re ate the level of sensitivity: | OTECTED and/or CLASSIFIED nseignements ou à des biens C | COMSEC information OMSEC désignés PR | or assets? OTÉGÉS et/ou CL | ASSIFIÉS? | No Yes |
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| | s) of material / Titre(s) abré Number / Numéro du docu | | | | | Second States |
| ART B - PER | RSONNEL (SUPPLIER) / F | PARTIE B - PERSONNEL (FOU | RNISSEUR) | | | |
| . a) Personn | A CONTRACTOR OF A CONTRACTOR O | required / Niveau de contrôle de | - | and and a start of the | - | |
| 1 | RELIABILITY STATUS | CONFIDENTI | | ECRET | TOP SEC | |
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| | Special comments: Commentaires spèciaux | | | | de la | |
| | Commentance openados | | | a mile de | 2 | |
| | NOTE: If multiple levels of | of screening are identified, a Secu | rity Classification Guid | e must be provided. | de le chevellé deil Afre | formal |
| b) May uns | screened personnel be use | ers niveaux de contrôle de sécur d for portions of the work? | ite sont requis, un gui | de de classification | de la securite doit elle | No Yes |
| Du pers | ionnel sans autorisation sé | curitaire peut-il se voir confier de | es parties du travail? | | | Non Ou |
| If Yes, v Dans l'a | will unscreened personnel | be escorted? question sera-t-il escorté? | | | | No Yes |
| | | | OTFOTION (FOURN | COLUDI | | |
| | ON / ASSETS / RENS | PARTIE C - MESURES DE PR EIGNEMENTS / BIENS | OTECTION (FOURN | SSEUR) | | and the second second |
| oremise | 15? | ceive and store PROTECTED ar | | | | No Ves |
| Le fourr CLASS | | cevoir et d'entreposer sur place o | des renseignements o | u des biens PROT | ÉGÉS eVou | |
| . b) Will the Le four | supplier be required to sa nisseur sera-t-il tenu de pro | feguard COMSEC information of otéger des renseignements ou d | r assets? es biens COMSEC? | | | No Yes |
| RODUCTIO | и | | | | | |
| occur at Les inst | the supplier's site or premi | nd/or repair and/or modification) oi ses? riront-elles à la production (fabrica | | | | No Yes Non Oui |
| NFORMATI | ON TECHNOLOGY (IT) ME | DIA / SUPPORT RELATIF À | LATECHNOLOGIE | E L'INFORMATION | N (TI) | |
| d) Will the | supplier be required to use | ts IT systems to electronically pro | cess, produce or store | PROTECTED and | or CLASSIFIED | No TYes |
| Informa Le four | tion or data? hisseur sera-t-il tenu d'utilise | r ses propres systèmes information ROTÉGÉS et/ou CLASSIFIÉS? | | | | Non Ou |
| . e) Will then Dispose | re be an electronic link betw | een the supplier's IT systems and le entre le système informatique o | I the government depa du fournisseur et celui | rtment or agency? Iu ministère ou de l' | agence | Non Yes |
| | | And general | | and strengthere | | |
| TBS/SCT 3 | 50-103(2004/12) | Security Classific | cation / Classification | de sécurité | | Canada |

*

Government Gouvernement of Canada du Canada

PRA2607

Contract Number / Numéro du contrat

57101-18-2659188 Security Classification / Classification de sécurité

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

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions. Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

| Category Categorie | PROTECTED CLASSIFIED NATO COMSE PROTEGE CLASSIFIE | | | | COMSEC | SEC | | | | | | | | | | |
|---|--|--------------------------|------------------------------------|---|-----------------------------------|---|---|---|------------------------------------|------------------------------------|---|-------|------|--------------|-------------|------|
| | A | B | c | CONFIDENTIAL | SECRET | TOP | NATO RESTRICTED | NATO CONFIDENTIAL | NATO | COSMIC TOP | | OTECT | | CONFIDENTIAL | SECRET | TOP |
| | | | | CONFIDENTIEL | | TRES | NATO DIFFUSION RESTREIMTE | NATO CONFIDENTIEL | | SECRET COSMIC TRÈS SECRET | ^ | 8 | c | CONFIDENTIEL | | TRES |
| formation / Assets ensoignements / Biens | | 1 | | | | | | | | 1.0.0 | | | | | 1.00 | |
| roduction | | T | | | | | | | | | | | | 10.00 | | |
| Media / upport TI | | 1 | | | | | | | | | | | | | | |
| Link / | | | | | | | | 7 | | | | | | | | |
| 2. a) Is the descrip La description If Yes, classif Dans l'affirma « Classification | du y th ativi | lis fo e, cl ie se | ail vis orm I assil écuri | sé par la prése by annotating lier le présen lté » au haut | the top t formula et au bas | RS est-elle and botto ire en inc du form | e de nature F om in the an liquant le ni ulaire. | PROTÉGÉE el ea entitled "S veau de sécu | Vou CLAS ecurity C rité dans | lassificat | | | | | No Non | |
| La documenta | tion | ass | ocié | e à la présent | LVERS | sera-t-elle | PROTÉGÉ | E et/ou CLAS | SIFIÉE? | | | | | | ✓ No Non | |
| If Yes, classif attachments | (e.g | . SE | CRE | T with Attach | ments). | | | | | | | | Indi | cate with | | |

Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canada



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 (see below: M1 M4)
 - Rated Technical Criteria (see below: R1 R3)

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

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

1.6 Response Format

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



IV. CSC will also only evaluate the duration that the resource actually worked on a project or projects (from his or her 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

Bidders must meet all the mandatory requirements of the RFP to be considered further. Failure to meet all the mandatory requirements of the RFP will result in the bid being declared non-compliant.

| # | Mandatory Technical Criteria | Bidder Response Description (include location in bid) | Met/Not Met |
|----|---|---|-------------|
| M1 | The bidder must provide a current resume. | | |
| M2 | The bidder must have the ability, flexibility and time to travel among various communities to perform the work required. | | |
| М3 | The bidder must provide a copy of both sides of a valid driver's licence. | | |
| M4 | The bidder must have the capacity and/or ability for computer literacy and skills specific to word processing. | | |

POINT RATED TECHNICAL CRITERIA

Bidders should supply copies of Diploma(s) / Certificate(s) for Max Scoring.

| # | Point Rated Technical Criteria | Max Score | Bidder Response (Bidder to explain how points are obtained and reference location in bid) |
|----|---|--------------|--|
| R1 | EDUCATION | 30 points | |
| | Post - Secondary Education in the Social Science/Criminal Justice | | |
| | Field 30 points | | |
| | Post-Secondary Education (any field)20 points | | |
| | Secondary School graduation 5 points | | |



| R2 | EXPERIENCE working with and/or supervising offenders in the community and/or institution | 30 points | |
|----|--|-----------|--|
| | Five years + experience | | |
| | 4 Years experience25 points | | |
| | 3 Years experience | | |
| | 2 Years experience15 points | | |
| | 1 Years experience 5 points | | |
| R3 | RELATED EXPERIENCEPrior or present work in the Criminal Justice Field | 20 points | |
| | # of points | /80 | |

**To be declared responsive, the proposal must:

- a. comply with all the requirements of the bid solicitation; and
- b. meet all mandatory technical evaluation criteria; and
- c. "obtain the required **minimum of 45 points** overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **80** points."

Proposals not meeting (a) or (b) or (c) will be declared non-responsive. The responsive bid with the highest number of points will be recommended for award of a contract.



Annex E – Security Guide IT Security Requirements Technical Document

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

| Contract # / N° de contrat : | 57101-18-2659188 |
|------------------------------|------------------|
| Date: | 2017-09-18 |

(La version française suit)

IT Security Requirements

The IT Security Requirements are derived from the <u>Operational Security Standard: Management of</u> <u>Information Technology Security (MITS)</u>.

The requirements below apply to the above-noted contract and all contractors therein who access information of PROTECTED level sensitivity and use PROTECTED IT Equipment defined as: All Information Technology (IT) equipment and devices (such as, but not limited to, computers, laptops, USB flash drives, optical discs, memory cards, tablets) that are used to store and/or process information of PROTECTED level sensitivity.

- 1. Any suspected loss or theft of PROTECTED information must be reported by the Contractor to the Project Authority within 2 *hours* of detection.
- 2. All PROTECTED IT Equipment must be located in a space that meets the requirements of an Operations Zone as defined in the <u>Treasury Board's Operational Security Standard on Physical Security</u>.
- 3. All PROTECTED information in the Contractor's custody stored, processed and/or shared electronically must be encrypted using a product that meets Government of Canada (GC) encryption standards as defined in <u>ITSB-111 Cryptographic Algorithms for Protected Information</u> and protected by a strong password (minimum 8 characters, uppercase letters, lowercase letters and numbers).
- 4. All PROTECTED information in the Contractor's custody must be stored in Canada only. Storage of PROTECTED information outside Canada is prohibited. Only Canadian-based cloud storage services that are specifically-authorised by the department may be used to store PROTECTED information; all other cloud services are prohibited.
- 5. Current antivirus software must be installed and enabled with the most current virus definitions, updates and maintained on all PROTECTED IT Equipment.
- 6. The Operating System (OS) of all computers used to store or process PROTECTED information must be vendor-supported, i.e. current security patches must be available and the product must not have reached end of life, and the latest versions of OS and applications security patches must be installed.
- 7. Each authorized user who accesses PROTECTED IT Equipment must have use their own unique account with user-level privileges and protected by 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 to access the Internet.
- 8. Security event logging must be enabled and logs kept for a minimum of 1 month on all PROTECTED IT Equipment.
- 9. A password protected screen saver set to 15 minutes or less must be enabled on all PROTECTED IT Equipment.

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

- 10. 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).
- 11. All PROTECTED IT Equipment must have its hard drives (and other internal storage) containing PROTECTED information removed and secured with the Contractor prior to the equipment being removed from the Contractor's premises for service.
- 12. If it has been determined that a hard drive used to store and/or process PROTECTED information is no longer serviceable, the hard drive must be removed from its host equipment and surrendered to the Project Authority for destruction.
- 13. When devices such as computer hard drives and portable data storage devices are no longer required to store or process PROTECTED information, the information must be securely destroyed in accordance with <u>ITSG-06 Clearing and Declassifying Electronic Data Storage Devices</u>. Any PROTECTED information stored on approved cloud storage services must also be deleted when no longer needed.
- 14. When PROTECTED information is displayed on a computer screen or viewed in printed format, it must not be viewable by unauthorized persons.
- 15. Any remote access to the Contractor's Information System and the PROTECTED information contained therein, including all remote connections to computers and other network devices, must be secured using industry best practices, e.g. encrypted connection, two-factor authentication, security logging, split tunneling disabled, access control lists, Contractor-provided and standard remote access software. Any party using the remote access must also meet all requirements listed in this document.

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:

- 16. All PROTECTED equipment that has access to OMS, its ancillary applications or CSC's email system must meet the following requirements:
 - a. The BIOS is password-protected.
 - b. The BIOS is configured to allow booting only from the C: drive.
 - c. All wireless capability is disabled.
 - d. The system is locked or shut down when not in use.



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

- 17. All PROTECTED equipment that has access to OMS, its ancillary applications or CSC's email system must never have the following installed and/or used on the equipment:
 - a. Hacking 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, except Citrix Receiver.
 - d. Webmail services except Outlook Web Access to connect to CSC.
 - e. Remote-control software (unless specifically-authorised by the department).
 - f. Cloud services (e.g. Google Drive, Dropbox, Apple iCloud), unless specifically-authorised by the department (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 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 Canadian Industrial Security Directorate (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 removable storage media such as USB devices and backup tapes must be labelled with the sensitivity level of the information contained therein, e.g. PROTECTED.