

Service correctionnel Canada

| RETURN BIDS TO : RETOURNER LES SOUMISSIONS À : | Title — Sujet: | | | |
|--|---|--|--|--|
| RETOURNER LES SOUMISSIONS A. | Investigation Services | | | |
| EMAIL : bidsubmissions.GEN-NHQContracting@CSC- | Solicitation No. — No. de l'invitation | Date: | | |
| <u>SCC.GC.CA</u> | 21120-19-2900671 | 2020-10-26 | | |
| | Client Reference No No. de Référen | ce du Client | | |
| THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT | 21120-19-2900671 | | | |
| /CE DOCUMENT CONTIENT DES EXIGENCES RELATIVES À LA SÉCURITÉ | GETS Reference No. – No. de Référence de SEAOG | | | |
| | 21120-19-2900671 | | | |
| | Solicitation Closes — L'invitation pr | end fin : | | |
| Request For Supply Arrangement (RFSA) | At /à: EST | | | |
| Demande pour un arrangement en matière d'approvisionnement (DAMA) | On / le : 2025-10-27 | | | |
| | F.O.B. — F.A.B. | | | |
| Offer to: Correctional Service Canada (CSC). We hereby offer to provide to Canada, as represented by CSC, in accordance with the terms and conditions set out herein or attached hereto, the | Plant – Usine: Destination: | K Other- | | |
| goods, services, and construction detailed herein and on any attached sheets. | Address Enquiries to — Adresser to | utes questions à: | | |
| Offre au: Service correctionnel Canada (SCC). Nous offrons | Steve Perron | | | |
| par la présente de fournir au Canada, représenté par le SCC, aux conditions énoncées ou incluses par référence dans la | Telephone No. – No de téléphone: E | nail/Courriel: | | |
| présente et aux annexes ci-jointes, les biens, services et construction énumérés ici et sur toute feuille ci-annexée. | 613-293-5934 Si | eve.perron@csc-scc.gc.ca | | |
| | Destination of Goods, Services an | | | |
| | Destination – des biens, services et d | construction: | | |
| Vendor / Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur | See herein | | | |
| · · · · · · · · · · · · | This document does contain a Perso | nal Security Requirement | | |
| Contractor's Legal Business Name/ Entrepreneur Raison Sociale : | Ce document contient une exigence de sécurité du personnel | | | |
| | | Delivery Offered – Livrasion | | |
| | | propose : See herein — voir aux présentes | | |
| Business Address/Adresse de l'entreprise: | | presentes | | |
| | Name and title of person authorized t Nom et titre de la personne autorisée fournisseur/de l'entrepreneur | | | |
| Telephone# / Téléphone# : | Name / Nom Ti | tle / Titre | | |
| Fax# / Télécopie# : | | | | |
| Email / Courriel : | Signature D | ate | | |
| GST# or SIN# or Business#/TPS# ou NAS# ou d'affairs# : | (Please sign and return cover page with S'il vous plait signer et retourner à la pa de candidature) | bid proposal / ge de couverture avec la proposition | | |



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I. Permanent Notice - Ongoing Opportunity to Qualify (Refresh Period)

This is an ongoing opportunity to qualify suppliers. This Request for Supply Arrangement (RFSA) is issued in accordance with the process set out below to allow suppliers to become qualified. Suppliers may submit a bid for a SA at any time by responding to this opportunity. The Correctional Service Canada (CSC) reserves the right to issue SA to bidders who qualify throughout the entire refresh period of the SA.

Process: Suppliers may submit arrangements starting one (1) week from the publication date of this RFSA.

Permanent Notice: This is a permanent notice posted on the Government Electronic Tendering Service (GETS) for the duration of the SA describing this procurement vehicle. Suppliers are invited to submit a bid to become pre-qualified Suppliers and to be issued SA for the provision of services.

- **New Suppliers:** Throughout the Supply Arrangement Period, new suppliers may submit bids to become qualified Suppliers.
- **Number of Supply Arrangements:** Suppliers acknowledge that CSC may issue an unlimited number of Supply Arrangements and may continue to issue Supply Arrangements to suppliers throughout the Supply Arrangement period.
- **Issuance of resulting Contracts:** In light of operational requirements, CSC may issue contracts against this supply arrangement as soon as the respondent is awarded a Supply Arrangement.



PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Supply Arrangements (RFSA) is divided into eight parts plus attachments and annexes, as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Supplier Instructions: provides the instructions applicable to the clauses and conditions of the RFSA;

Part 3 Arrangement Preparation Instructions: provides Suppliers with instructions on how to prepare the arrangement to address the evaluation criteria specified;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the arrangement and the basis of selection;

Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided; and

Part 6 includes the Supply Arrangement (SA) with the applicable clauses and conditions

Parts 7A and 7B include the instructions for the bid solicitation process within the scope of the SA

Part 8 includes general information for the conditions that will apply to any contract entered into pursuant to the SA.

1.2 Summary

1.2.1 CSC requires investigative services for cases regarding allegations of employee misconduct in various settings including institutions. The Contractor must provide investigative services on an "as and when required" basis and within short timeframes.

1.2.2 There are security requirements associated with this requirement. For additional information, consult Part 1 - General Information, and Part 6A - Supply Arrangement. For more information on personnel and organization security screening or security clauses, Suppliers should refer to the <u>Contract</u> <u>Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.

1.2.3 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA), Canada free trade agreements with Chile/Colombia/Honduras/Panama, Canada-Peru Free Trade Agreement.

1.3 Security Requirements

- 1. At the Supply Arrangement award date, the following conditions must be met:
 - the Supplier must hold a valid organization security clearance as indicated in Part 6A -Supply Arrangement;
 - (b) the Supplier's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6A - Supply Arrangement;

*

Correctional Service Canada

- (c) the Supplier must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- (d) the Supplier's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 6A Supply Arrangement;
- (e) the Supplier must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
- 2. For additional information on security requirements, Suppliers should refer to the <u>Contract</u> <u>Security Program</u> of Public Works and Government Services Canada (http://www.tpsgcpwgsc.gc.ca/esc-src/introduction-eng.html) website.

1.4 Debriefings

Suppliers may request a debriefing on the results of the request for supply arrangements process. Suppliers should make the request to the Supply Arrangement Authority within 15 working days of receipt of the results of the request for supply arrangements process. The debriefing may be in writing, by telephone or in person.

1.5 Use of an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Supply Arrangement that is issued under this solicitation, refer to 6.12 Transition to an e-Procurement Solution (EPS).

The Government of Canada's press release provides additional information.



PART 2 - SUPPLIER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Supply Arrangements (RFSA) by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

Suppliers who submit an arrangement agree to be bound by the instructions, clauses and conditions of the RFSA and accept the clauses and conditions of the Supply Arrangement and resulting contract(s).

The <u>2008</u> (2020-05-28) Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA.

Subsection 5.4 of <u>2008</u>, Standard Instructions - Request for Supply Arrangements - Goods or Services, is amended as follows:

Delete: 60 days Insert: 120 days

2.1.1 SACC Manual Clauses

S2003T (2008-12-12) Ceiling Prices and/or Rates

2.2 Submission of Arrangements

Arrangements must be submitted only to The Correctional Service of Canada (CSC) by the date, time and place indicated in the RFSA.

Due to the nature of the RFSA, transmission of arrangements by epost connect service and facsimile to CSC will not be accepted.

2.3 Former Public Servant - Notification

Service contracts awarded to former public servants in receipt of a pension or a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. Therefore, the bid solicitation will require that you provide information that, were you to be the successful bidder, your status with respect to being a former public servant in receipt of a pension or a lump sum payment, will be required to report this information on the departmental websites as part of the published proactive disclosure reports generated in accordance with Treasury Board policies and directives on contracts with former public servants, <u>Contracting Policy Notice 2012-2</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

2.4 Federal Contractors Program for Employment Equity - Notification

The Federal Contractors Program (FCP) for employment equity requires that some contractors make a formal commitment to Employment and Social Development Canada (ESDC) - Labour to implement employment equity. In the event that this Supply Arrangement would lead to a contract subject to the Federal Contractors Program (FCP) for employment equity, the bid solicitation and resulting contract templates would include such specific requirements. Further information on the Federal Contractors Program (FCP) for employment equity can be found on Employment and Social Development Canada (ESDC) - Labour's website.



2.5 Enquiries - Request for Supply Arrangements

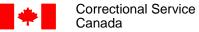
All enquiries must be submitted in writing to the Supply Arrangement Authority no later than **six (6) months** before the Request for Supply Arrangements (RFSA) closing date. Enquiries received after that time may not be answered.

Suppliers should reference as accurately as possible the numbered item of the RFSA to which the enquiry relates. Care should be taken by Suppliers 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 Suppliers do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Suppliers. Enquiries not submitted in a form that can be distributed to all Suppliers may not be answered by Canada.

2.6 Applicable Laws

The Supply Arrangement (SA) and any contract awarded under the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in **Ontario**.

Suppliers may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of the arrangement, 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 Suppliers.



PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS

3.1 Arrangement Preparation Instructions

Canada requests that the Supplier submits its arrangement as detailed below. The arrangement must be gathered per section and separated as follows:

Section I: Technical Arrangement - one (1) soft copy in either MS Word or Adobe PDF Section II: Financial Arrangement - one (1) soft copy in either MS Word or Adobe PDF Section III: Certifications - one (1) soft copy in either MS Word or Adobe PDF

Prices must appear in the financial arrangement only. No prices must be indicated in any other section of the arrangement.

Due to the nature of the RFSA, arrangements transmitted by epost connect service and by facsimile will not be accepted.

Section I: Technical Arrangement

In the technical arrangement, Suppliers should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Arrangement

Suppliers must submit the financial arrangement in accordance with Annex B, Basis of Payment.

Section III: Certifications

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

3.1.2 Supplier's Proposed Sites or Premises Requiring Safeguarding Measures

3.1.2.1 As indicated in Part 1 under Security Requirements, the Supplier must provide the full addresses of the Supplier'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

3.1.2.2 The Company Security Officer must ensure through the <u>Contract Security Program</u> that the Supplier and proposed individual(s) hold a valid security clearance at the required level, as indicated in Part 1, clause 1.3, Security Requirements.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Arrangements will be assessed in accordance with the entire requirement of the Request for Supply Arrangements including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the arrangements.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

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

4.1.2 Financial Evaluation

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

4.2 Basis of Selection - Mandatory Technical Criteria

- **4.2.1** To be declared responsive, an arrangement must:
- 1. Comply with the requirements of the RFSA and meet all mandatory technical evaluation criteria.
- 2. Arrangements not meeting a) above will be declared non-responsive.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Suppliers must provide the required certifications and additional information to be issued a supply arrangement (SA).

The certifications provided by Suppliers to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an arrangement non-responsive, or will declare a contractor in default if any certification made by the Supplier is found to be untrue whether made knowingly or unknowingly during the arrangement evaluation period, or during the period of any supply arrangement arising from this RFSA and any resulting contracts.

The Supply Arrangement Authority will have the right to ask for additional information to verify the Supplier's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Supply Arrangement Authority will render the arrangement non-responsive, or constitute a default under the Contract.

5.1 Certifications Required with the Arrangement

Suppliers must submit the following duly completed certifications as part of their arrangement.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all suppliers must provide with their arrangement, **if applicable**, the declaration form available on the <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

5.2 Certifications Precedent to the Issuance of a Supply Arrangement and Additional Information

The certifications and additional information listed below should be submitted with the arrangement, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Supply Arrangement Authority will inform the Supplier 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 arrangement non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the <u>Ineligibility and Suspension Policy</u> (<u>http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html</u>), the Supplier must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Additional Certifications Precedent to Issuance of a Supply Arrangement

5.2.2.1 Status and Availability of Resources

SACC Manual clause S3005T (2008-12-12) Status and Availability of Resources



5.2.2.2 Education and Experience

SACC Manual clause S1010T (2008-12-12) Education and Experience

5.2.2.3 Former Public Servant Certification

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 with FPS, bidders must provide the information required below before contract award. If the answers 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 Act* (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c. C-17, the *Defence Services Pension Continuation Act*, 1970, c. D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c. R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c. R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c. M-5, and that portion of pension payable to the *Canada Pension Plan Act*, 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 as defined above? **YES**() **NO**()

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

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



By providing this information, 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 Contracting Policy Notice: 2012 - 2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a 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.

5.2.2.4 Language and Location of Work Certification

By submitting the arrangement, the Supplier certifies that it is able to provide services in the official language(s) (English and/or French) and in the CSC Region(s) it has identified below:

Note: The Supplier must complete the table below by indicating either "yes" or "no" responses for the statements above that apply to the Supplier.

Suppliers must print and include the completed table with the submission of their arrangement.

| | Can you provide services in English? | Can you provide services in French? |
|--|--------------------------------------|-------------------------------------|
| Service Delivery | Yes / No | Yes / No |
| Can you provide services in the Pacific Region (PAC)? | | |
| Can you provide services in the Prairie Region (PRA)? | | |
| Can you provide services in the Ontario Region (ONT)? | | |
| Can you provide services in the Québec Region (QUE)? | | |
| Can you provide services in the National Capital Region (NCR)? | | |
| Can you provide services in the Atlantic Region (ATL)? | | |

For a full description of CSC's administrative Regions, see the table in Annex A – Statement of Work

5.2.2.5 Aboriginal Person Certification (if applicable)

1. I am an Aboriginal person, as defined in parts a) and b) below.



2. I certify that the above statement is true and consent to its verification upon request by Canada.

Printed name of owner and/or employee

Signature of owner and/or employee

Date

- a) An Aboriginal person is an Indian, Métis or Inuit who is ordinarily resident in Canada.
- b) Evidence of being an Aboriginal person will consist of such proof as:
 - i. Indian registration in Canada;
 - ii. membership in an affiliate of the Métis National Council or the Congress of Aboriginal Peoples, or other recognized Aboriginal organizations in Canada;
 - iii. acceptance as an Aboriginal person by an established Aboriginal community in Canada;
 - iv. enrollment or entitlement to be enrolled pursuant to a comprehensive land claim agreement;
 - v. membership or entitlement to membership in a group with an accepted comprehensive claim;
 - vi. evidence of being resident in Canada includes a provincial or territorial driver's license, a lease or other appropriate document.

5.2.2.6 Certification:

By submitting the Arrangement, the Supplier certifies that the information submitted by the Supplier in response to the above requirements is accurate and complete.



PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

SUPPLY ARRANGEMENT

6.1 Arrangement

The Supply Arrangement covers the Work described in the Statement of Work at Annex A.

6.2 Security Requirements

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE Nº 21120-19-2900671

- 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 Canadian Industrial Security Directorate (CISD), 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 the 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.
- Subcontracts which contain security requirements are NOT to be awarded without the prior 4. written permission of CISD/PWGSC.
- 5. The Contractor/Offeror must comply with the provisions of the:
 - Security Requirements Check List and security guide (if applicable), attached at Annex C; (a)
 - (b) Industrial Security Manual (Latest Edition)

Supplier's Sites or Premises Requiring Safeguarding Measures 6.2.2

Where safeguarding measures are required in the performance of the Work, the Supplier must 6.2.2.1 diligently maintain up-to-date the information related to the Supplier'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

6.2.2.2 The Company Security Officer must ensure through the Contract Security Program that the Contractor and individual(s) hold a valid security clearance at the required level.



6.2.3 Institutional Access Requirements

- **6.2.3.1** Contractor personnel will be escorted at all times by Correctional Service Canada personnel or those authorized by CSC on its behalf. CSC has developed very stringent internal policies to ensure that the security of institutional operations is not compromised.
- **6.2.3.2** Contractor personnel must adhere to institutional requirements for the conduct of searches by Correctional Service Canada prior to admittance to the institution/site. Correctional Service Canada reserves the right to deny access to any institution/site or part thereof of any Contractor personnel, at any time.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Supply Arrangement and resulting contract(s) by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2020 (2020-07-01) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.

6.3.1.1 Supplemental General Conditions

4008 (2008-12-12) Personal Information

6.4 Term of Supply Arrangement

6.4.1 Period of the Supply Arrangement

The period for awarding contracts under the Supply Arrangement is from date of issuance to five (5) years later. (Dates to be inserted at time of issuance)

The period for awarding contracts under the Supply Arrangement begins on the Date of SA issuance.

6.4.2 Option to Extend the SA

The SA Holder grants to Canada the revocable option to extend the term of the SA by up to **five (5)** additional one-year periods under the same terms and conditions. The SA Holder agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the negotiated Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Holder at least five (5) calendar days before the expiry date of the Contract. The option may only be exercised by the SA Authority, and will be evidenced, for administrative purposes only, through an amendment.

6.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at **Appendix A.1** of the Supply Arrangement and other locations, as required.



6.5 Authorities

6.5.1 Supply Arrangement Authority

The Supply Arrangement Authority is:

Name: Steve Perron Title: Senior Procurement Officer Correctional Service Canada Branch/Directorate: Contracting and Material Services Telephone: (613) 293-5934 E-mail address: <u>steve.perron@csc-scc.gc.ca</u>

The Supply Arrangement Authority is responsible for the issuance of the Supply Arrangement, its administration and its revision, if applicable.

6.5.2 Supplier's Representative

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

6.6 Identified Users

The Identified User is: The Correctional Service of Canada (CSC)

6.7 On-going Opportunity for Qualification

A Notice will be posted for the duration of the SA on the Government Electronic Tendering Service (GETS) to allow new Suppliers to become qualified. Existing qualified Suppliers, who have been issued a supply arrangement, will not be required to submit a new arrangement.

6.8 **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) Supplemental General Conditions:
 - 4008 (2008-12-12) Personal Information;
- c) the General Conditions 2020 (2020-07-01), General Conditions Supply Arrangement Goods or Services;
- d) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;
- f) Annex C, Security Requirements Check List;
- g) the Supplier's arrangement dated: _____



6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.10 Applicable Laws

The Supply Arrangement (SA) and any contract resulting from the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in <u>Ontario.</u>

6.11 Transition to an e-Procurement Solution (EPS)

During the period of the Supply Arrangement, Canada may transition to an EPS for more efficient processing and management of individual contracts for any or all of the SA's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Supplier with at least a three-month notice to allow for any measures necessary for the integration of the Supply Arrangement into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Supplier chooses not to provide the supply arrangement of their goods or services through the eprocurement solution, the Supply Arrangement may be set aside by Canada.



7A. BID SOLICITATION

7.1 Bid Solicitation Documents

CSC will use the document, attached in Annex D - CSC RFP Template and Subsequent Annexes for all solicitations.

7.2 Bid Solicitation Process

- **7.2.1** Bids will be solicited for specific requirements within the scope of the Supply Arrangement (SA) from Suppliers who have been issued a SA.
- **7.2.2** The bid solicitation will be sent directly to Suppliers.

7B. BID SOLICITATION METHODOLOGY

7.2 Authority Contracting Limits

- a) **Sole Source:** The Contracting Authority is authorized to direct and award Resulting Contracts against the SA's for requirements below \$40,000.00 CAD (Taxes included).
- b) **Bid Solicitations:** Subject to 7.3 below, the Contracting Authority is authorized to issue bid solicitations and award Resulting Contracts against the SA's in accordance with the guidelines detailed below.
- c) **Contracting Authority**: The Contracting Authority named in the Contract is responsible on behalf of the Minister for the management of bid solicitations and any Resulting Contracts and any changes to the Resulting Contracts must be authorized in writing by the Contracting Authority.

7.3 Bid Solicitation Process

- a) For requirements within scope of the SA under \$40,000.00 CAD (Taxes included), Canada may choose, at its sole discretion, to direct Contracts to a Supplier following a Request for Quote (RFQ) or, to issue a bid solicitation to Suppliers who have been issued a SA.
- b) For specific requirements within the scope of the SA valued at \$40,000.00 CAD (Taxes included) and greater Canada will issue a bid solicitation to the Suppliers that can provide services, in the applicable category as well as in the required language(s) and in the required CSC administrative Region(s).
- c) CSC reserves the right to include Suppliers from other Regions, at its discretion.
- d) The minimum bid period will be 48 hours.

7.4 Response to Bid Solicitation

Only responses to bid solicitations that include the following will be considered by Canada:

- i. The name of the Supplier; and
- ii. Price(s), in Canadian dollars, for all Work identified in the bid solicitation.



7.5 Proposal (Bid) Submission

- a) The selected SA Holders who are invited must submit proposals which address all requirements described in the individual SA RFP.
- b) An SA Holder must only propose resources that have been pre-qualified at the closing date and time of any individual solicitation. Pre-qualified is defined as being successfully evaluated against the mandatory criteria identified in Annex E Evaluation Criteria, as well as meeting the security requirements identified in Article 6.2 Security Requirement.
- c) No additional time will be provided to SA Holder that does not have available resources that have not been pre-qualified prior to the closing date of the individual RFP.
- d) An SA Holder may submit resources for pre-qualification to the Supply Arrangement Authority at any time throughout the period of the SA. The resources will be evaluated against the mandatory criteria identified in Annex E Evaluation Criteria of the RFSA, and will be required to meet the Security Requirements identified in Article 6.2 Security Requirement. The pre-qualification process will take an estimated minimum period of one (1) month from the date of submission of the resource.

7.6 Evaluation of Price and Basis of Selection

- a) The SA Holder's financial bid will be evaluated in accordance with the requirements as set out in the SA RFP.
- b) In the Financial Bid, an SA Holder must not bid a per diem that exceeds the ceiling prices specified in Annex B Basis of Payment.
- c) If applicable, the SA Holder must also quote the travel expenses associated with the scope of work contained in an SA RFP.
- d) The Basis of Selection for each individual SA RFP will be "lowest priced compliant bid."

7.7 Issuance of Contracts

In accordance with the basis of selection stated in the SA RFP and in 7.6 above, a contract will be issued by the Identified User (Contracting Authority) to authorize the SA Holder to proceed with the services. The SA Holder must not undertake any of the specified services unless and until a contract is authorized by the Contracting Authority.

7.8 Discontinuation of the RFP Process

Until contract award an SA Holder may withdraw its proposal at any time, in which event the Identified User will no longer consider the SA Holder's bid, but may continue to consider all other responses. The Identified User may cancel the RFP process at any time and reissue the same or a similar RFP process thereafter.

8. RESULTING CONTRACT CLAUSES

The conditions of any contract awarded under the Supply Arrangement will be in accordance with **Annex D** - **CSC RFP Template and Subsequent Annexes.**



ANNEX A STATEMENT OF WORK

Investigative Services – Serious Employee Misconduct

1. Background:

The Correctional Service of Canada (CSC), as part of the criminal justice system and respecting the rule of law, contributes to public safety by actively encouraging and assisting offenders to become lawabiding citizens, while exercising reasonable, safe, secure and humane control. CSC is the federal government agency responsible for administering sentences of two (2) years or more imposed by the courts.

In addition to its National Headquarters (NHQ) located in Ottawa and Regional Headquarters (RHQ) located in five (5) administrative regions (Atlantic (ATL), Quebec (QUE), Ontario (ONT), Prairies (PRA) and Pacific (PAC), CSC operates over 43 correctional facilities across Canada, ranging from minimum to maximum security. Over 16,000 public servants are employed and nearly 15,000 inmates are in custody in various institutions and 9000 are in custody in the community.

The regulatory framework within which CSC delivers its mandate to the Canadian population includes Laws, policies, rules, regulations, directives, codes of ethics, codes of discipline and various Standards of Professional Conduct, amongst others.

When allegations of employee misconduct arise, CSC must immediately carry out an investigation, provide a national response and take action within short timelines.

In such instances and in order to demonstrate impartiality, it has been determined that these investigations must be conducted by resources external to CSC.

2. Requirement:

 CSC requires investigative services for cases regarding allegations of employee misconduct in various settings including institutions. The Contractor must provide investigative services on an "as and when required" basis and within short timeframes.

3. Context:

- The majority of the investigations will occur in settings such as; Correctional Facilities (penitentiaries), Community Residential Facilities or Treatment Centres. Settings could also include any CSC sites and off-site locations.
- Travel will be required across Canada to CSC sites.
- The proposed resources may be required to interact with offenders who may be mentally ill, immunecompromised and/or infected with communicable diseases.
- The timelines within which the Contractor must be on-site and initiate work when called-upon can be as short as 48 to 96 hours.



4. Tasks:

- The specifics of each investigative services requirement will be provided in each resulting RFP document.
- The associated tasks may include but are not limited to the following:
- 1. Initiate and complete the investigation;
- 2. Establish a work-plan for the investigation, including but not limited to:
 - a. Identification of sources of information;
 - b. Identification of individuals who can supplement, corroborate or invalidate the available information.
- 3. Inform the subject of an investigation that an inquiry is being conducted;
- 4. Collect and document all relevant information and evidence relating to the incident or allegation;
- 5. Produce a written Fact Finding Report which must include:
 - a. Determination that there is sufficient evidence or not to support the allegations of employee misconduct, and
 - b. Preliminary determination of the scope of the alleged offence.
- 6. Conduct meetings and interviews with the investigated subject, witnesses and/or other resources, as required throughout the process;
- 7. Synthesize the information obtained through research, which may include without being limited to:
 - a. Revision of findings with the investigated subject, witnesses and/or other resources as required;
 - b. Identification of key issues and facts relating to the allegations;
- 8. Ensure that evidence is identified and protected in order to maintain continuity in accordance with the guidelines that are applicable to the subject matter of the investigation ie: A Manager's Guide to Disciplinary Investigations or Guidelines on the Investigation into Disclosure of Wrongdoing";
- 9. Conduct an analysis of the facts and draw conclusions;
- 10. Produce a written Investigation Report with recommendations addressing the issues and findings revealed by the investigation and allowing informed decision making by CSC management.
- 11. Obtain from all individuals interviewed during the investigative process reviewed and signed notes/summary created by the investigator;
- 12. Provide the subject of the investigation with a vetted copy of the investigation report, subject to the requirements of ATIP and the applicable collective agreement, and
- 13. Provide progress reports on the investigation to the client within CSC.

4.1 Adjudication and other Administrative Hearings:

Contractors may be required to assist with preparation for adjudication hearings or other administrative/judicial proceedings associated with the investigation, such as the Federal Public Sector Labour Relations and Employment Board. Contractors may also be required to attend adjudication hearings or other administrative/ judicial proceedings to provide evidence in relation to the investigation.

5. Standards and Practices:

The work must be performed in accordance with all Principles, Guidelines, Commissioner's Directives, Codes, Standards, relevant legislation, collective agreements and other agreements in place between the employer and bargaining agents. An exhaustive list of applicable documents can be found in the "<u>CSC to provide</u>" section of the SOW (Section 14).



6. Language Requirements:

- 1. The language requirements will be specified in each individual resulting RFP documents.
- 2. The work, including all tasks and deliverables, must be conducted and completed in the Official Language requested in each individual RFP.

7. Location of Work:

All work must be carried out at the various CSC sites or other sites deemed necessary and approved by the Project Authority throughout the investigation and at the contractor's place of business. A complete listing of CSC sites can be found here : <u>https://www.csc-scc.gc.ca/institutions/001002-0001-eng.shtml</u>

The table below describes the different CSC Regions and their boundaries:

| CSC Region | CSC Region Description and Boundary |
|-------------------------------|--|
| Pacific Region (PAC) | Province of British Columbia and Yukon |
| Prairie Region (PRA) | Provinces of Alberta, Manitoba, Saskatchewan, Ontario (west of Thunder Bay) and Northwest Territories. |
| Ontario Region (ONT) | Province of Ontario (east of Thunder Bay) and not including the NCR |
| Québec Region (QUE) | Province of Québec, not including the NCR |
| National Capital Region (NCR) | Ottawa, Ontario, Gatineau, Quebec, and surrounding urban and rural communities. |
| Atlantic Region (ATL) | Provinces of New Brunswick, Prince Edward Island, Nova Scotia and Newfoundland. |

8. Working Hours:

- 1. Estimated hours of work are 7.5 hours per day. A normal workday is between 08:00 to 17:30, Monday to Friday.
- 2. The SA Holder must be available to work outside normal workday hours during the resulting contract period, including weekends and/or holidays.
- 3. Overtime will not be paid for work that exceeds 7.5 hours per day; this includes but is not limited to weekends and/or holidays.

9. Meetings:

A kick-off meeting (in person, teleconference and/or videoconference) will be scheduled after Supply Arrangement (SA) award by the Project Authority. Additional meetings may be scheduled, as required.

10. Travel:

Travel may be required to any and all regions across Canada including: ATL, QUE, ONT, PRA, PAC and NHQ. In addition, meetings may be required at NHQ, located within the National Capital Region (NCR), at any time during the investigation or following the completion of the investigation.

11. Urgency of Contractor Requirement:

The Contractor must be on-site within the time frame specified in the contractual documents.



12. Deliverables:

- All deliverables must be produced in accordance with the guidelines applicable to the subject matter of the investigation i.e.: CSC's A Manager's Guide to Disciplinary Investigations or CSC's Guidelines on the Investigation into Disclosure of Wrongdoing);
- CSC will be responsible for providing the translation of all the deliverables and material.
- The deliverables associated with the investigative services may include but are not limited to the following, and will be specified in the contractual documents.
- 1. Progress reports identifying work completed;
- 2. A full description of the incident and the circumstances surrounding it, along with supporting documentation (including how, when, where and why the incident occurred, along with who was involved and what role each individual had with regards to the incident);
- 3. A full statement of duties of any public servant or parties involved in the incident;
- 4. Statements from public servants and other persons who witnessed or have knowledge of the incident;
- 5. Identification and documentation of any procedures, policies or other elements of the regulatory framework that were breached/violated;
- 6. Identification and documentation of any other issues deemed pertinent to the investigation;
- 7. Draft version(s) of the Investigation Report;
- 8. Interview notes;
- 9. Research notes;
- 10. Audio/visual recordings;
- 11. Physical evidence;
- 12. A final Investigation Report which identifies the finding(s) of the investigation;
- 13. A work plan for the investigation.

Upon request by the Project Authority, the Contractor must produce the following deliverable(s);

14. Draft and final versions of the Fact Finding Report which includes:

- 1. Determination that there is sufficient evidence or not to support the allegations of employee misconduct;
- 2. Preliminary determination of the scope of the alleged offence.

If applicable, upon the completion of a fact finding exercise, a manager may determine that no other action is required should the manager believe that, based on the information gathered during the fact finding exercise, no misconduct occurred. A manager may also decide to proceed directly to a disciplinary hearing if the manager is satisfied that misconduct occurred and the manager is of the view that sufficient information was gathered during the fact finding exercise and that no witnesses need to be interviewed. Furthermore, a manager may be in a situation where, following a fact finding fact finding exercise, he or she believes that misconduct may have occurred and that witness interviews are required. In this circumstance, the manager should convene a disciplinary investigation into the matter.

13. Limitations and Constraints:

- Whenever the Contractor's resources require access to a CSC institution for meetings, interviews and other tasks associated with this requirement, the Contractor will be subject to the security requirements specific to the visited institutions, including but not limited to Correctional Service Canada (CSC) screening.
- 2. Institutional security screening procedures are mandatory. They are designed to ensure the safety and security of CSC personnel, visitors and offenders. These requirements can change from one institution to the other and at any time, depending on circumstances, factors and events such as but not limited to offenders' activity, emergency situations, natural disasters, power outage, etc.



- 3. Contractors may have to interact with offenders who are part of the investigation. Contractors must be accompanied by a member of CSC's authorized employees at all times during this interaction and at all times when requiring access to restricted areas or materiel.
- 4. As situations can change instantly within an institution, Contractors may be faced with delays or refusal of entry to certain institutions or areas at certain times even if prior arrangements for access have been made. Contractors are advised to call in advance of travel to ensure that planned access is still available.

14. CSC to Provide:

- 1. All documents, materials and access to personnel required for the investigations will be provided by the Project Authority to the Contractor.
- 2. CSC will provide the following, subsequent to any contract awarded.
- Materials and Documents (if applicable):
- Principles of Procedural Fairness and the Duty to Act Fairly document;
- CSC's A Manager's Guide to Disciplinary Investigations;
- CSC's Guidelines on the Investigation into Disclosure of Wrongdoing;
- Internal Procedures for the Disclosure of Wrongdoing at the CSC;
- Copies of all relevant Commissioner's Directives documents;
- CSC's Code of Conduct;
- CSC's Standards of Professional Conduct;
- CSC's Code of Discipline;
- Access to Information Act, Privacy Act (ATIP) document;
- Official Languages Act document;
- All applicable clauses of collective agreements and other agreements in place between the employer and bargaining agents;
- Other pertinent legislations, regulations and practices documents as needed;
- A list of observations identified by CSC to support the requirement for an investigation;
- Access to individuals to be interviewed;
- Comments on draft reports.

15. Definitions:

<u>Allegation</u> - A formal assertion or claim of employee misconduct

<u>Disciplinary Board of Investigation</u> - One or more individual(s) assigned to complete an investigation pursuant to a convening order.

<u>Employee</u> - An employee includes all represented, unrepresented, indeterminate, determinate, term and casual employees.

<u>Employee misconduct</u> is defined as, "any action or omission whereby an employee wilfully contravenes an act, a regulation, a rule, a CSC policy, an approved procedure, the *Standards of Professional Conduct* or the *Code of Discipline*."

<u>Investigator</u> - A duly appointed person who investigates, on behalf of management, allegations of misconduct involving one or more employees. An investigator shall not be involved as a witness or have any other involvement, in the misconduct that is subject to investigation.

<u>Investigation</u> - A systematic and thorough administrative process conducted by an investigator(s) involving the examination of circumstances surrounding an incident or allegation, the purpose of which is to establish and document all the relevant facts, and to analyze these in order to allow management to make an informed decision.

<u>Fact Finding</u> - A fact finding focuses on obtaining details relating to the facts and circumstances reported. This may include examining documentation to determine whether the allegation may be substantiated.



This inquiry will indicate whether the situation warrants an investigation. It is important to note that a fact finding investigation is not required in all circumstances. <u>Witness</u> - An individual, other than the individual who is the subject of the investigation, who has firsthand

information or documentation relating to an incident.



ANNEX "B" PROPOSED BASIS OF PAYMENT

Bidders must provide: One (1) all-inclusive **hourly ceiling rate** for each SA Period, for the services herein described. All prices are to be quoted <u>APPLICABLE TAXES EXTRA</u>.

1. BASIS OF PAYMENT – CEILING RATES

The Contractor will be paid the following firm all-inclusive **hourly ceiling rate(s)** for the work performed under this SA, in accordance with Annex A, during the SA period, applicable taxes extra.

Original SA period

| Resource(s) | SA Period |
|---|-------------------------------------|
| | (SA Award to one (1) years later) |
| | All-inclusive ceiling rate per hour |
| Professional fees for Investigative Services year 1 | \$ |
| Resource(s) | SA Period |
| | (SA Award to two (2) years later) |
| | All-inclusive ceiling rate per hour |
| Professional fees for Investigative Services year 2 | \$ |
| Resource(s) | SA Period |
| | (SA Award to three (3) years later) |
| | All-inclusive ceiling rate per hour |
| Professional fees for Investigative Services year 3 | \$ |
| Resource(s) | SA Period |
| | (SA Award to four (4) years later) |
| | All-inclusive ceiling rate per hour |
| Professional fees for Investigative Services year 4 | \$ |
| Resource(s) | SA Period |
| | (SA Award to five (5) years later) |
| | All-inclusive ceiling rate per hour |
| Professional fees for Investigative Services year 5 | \$ |

Option Period 1

| Resource(s) | SA Period |
|--|--|
| | (SA Award to six (6) years later) All-inclusive ceiling rate per hour |
| Professional fees for Investigative Services | \$ |

Option Period 2

| Resource(s) | SA Period (SA Award to seven (7) years later) |
|--|--|
| | All-inclusive ceiling rate per hour |
| Professional fees for Investigative Services | \$ |

Option Period 3

| Resource(s) | SA Period |
|--|--|
| | (SA Award to eight (8) years later) All-inclusive ceiling rate per hour |
| | All-inclusive celling rate per noul |
| Professional fees for Investigative Services | \$ |

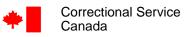


Option Period 4

| Resource(s) | SA Period |
|--|-------------------------------------|
| | (SA Award to nine (9) years later) |
| | All-inclusive ceiling rate per hour |
| Professional fees for Investigative Services | \$ |

Option Period 5

| Resource(s) | SA Period (SA Award to ten (10) years later) |
|--|---|
| | All-inclusive ceiling rate per hour |
| Professional fees for Investigative Services | \$ |



ANNEX C SECURITY REQUIREMENTS CHECK LIST

| | | | | NHQ3206 | |
|--|--|--|--|---|-------------------|
| | | ľ | Contra | act Number / Numéro du cont | rat |
| Governme of Canada | | | | | |
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| a) Subcontract Number / | | Ine construction destine | | Relations Operations. tractor / Nom et adresse du s | ous-traitant |
| Brief Description of Work | | u du travail | | | |
| RFSA Disciplinery Investige | don. | | | | |
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| Le fournisseur aura-1-i | | | | | Non |
| b) Will the supplier requir Regulations? | e access to unclass | alied military technical data subject | to the provisions of the Te | chnical Dala Control | No Non |
| Le fournisseur aura-t-li | accès à des donne | ées techniques militaires non class? | liées qui sont assujetties a | ux dispositions du Réglement | |
| sur le contrôle des don Indicate the type of acce | nées lechniques? | | | and the first | |
| | | e access to PROTECTED and/or C | LASSIFIED information or | assels? | No C |
| Le fournisseur a'nsi qu | e les employés au | ront-ils accès à des renseignements | ou à des biens PROTEGI | ES et/ou CLASSIFIES? | Non 🗹 |
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| . b) Will the supplier and its | amployaes (e.g. c | cleaners, maintenance personnel) re | quire access to restricted. | access areas? No access to | / No |
| PROTECTED and/or (| LASSIFIED Inform | ation or assets is permitted. | | | V Non |
| Lo loumissour of sea o à des renseionements | mployes (p. ex. ne ou A des biens PR | tioyeurs, personnel d'entretien) sur OTÉGÉS atiou CLASSIFIÉS n'est p | ont-lis accás à des zonas (las autorisé | faccès restreintes? L'accès | |
| . c) is this a commercial co | urier or delivery re- | ruleament with no overnight storage | | | |
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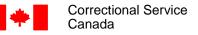
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ANNEX C.1 IT Security Requirements Security Document (ITSEC)

IT Security Requirements

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

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).

1. Any suspected loss or theft of PROTECTED IT Equipment containing PROTECTED information must be reported by the Contractor to the Project Authority immediately.

2. All PROTECTED IT Equipment must be located in a space that meets the requirements of an Operations Zone as defined in the Operational Security Standard on Physical Security and 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 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).

4. All PROTECTED information in the Contractor's custody must be stored in Canada only. Storage of all Government of Canada (GC) information outside Canada is prohibited. Only Canadian-based cloud storage services that are specifically-authorised by CSC 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 on which it is possible to install antivirus software.

6. 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.

7. 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.

8. 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.

9. 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.

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. 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 approved Canadian-based cloud storage services must also be deleted when no longer needed.

12. 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.

13. 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.

14. 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.

15. Unless otherwise prohibited, any remote access to PROTECTED IT Equipment using Contractorprovided and/or CSC-provided standard remote access software must be secured using industry best practices, e.g. encrypted connection, two-factor authentication, controlled/restricted access, security logging, split tunneling disabled. All parties using the remote access must also meet all requirements listed in this document.

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:

16. 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.
- c. All wireless capability is disabled.
- d. The system is locked or shut down when not in use.

17. 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:

- 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.

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 devices include:

□ USB devices (e.g. memory sticks, external hard drives);

□ eSATA (External Serial Advanced Technology Attachment) devices;

 $\hfill\square$ Tablets, laptops, smart devices (e.g. BlackBerry), and cameras; and

□ Portable media – tapes, optical discs (e.g. CDs and DVDs).

Appendix B: References

□ Operational Security Standard: Management of Information Technology Security (MITS) http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12328

□ Operational Security Standard on Physical Security http://www.tbs-sct.gc.ca/pol/doceng.aspx?id=12329

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://www.cse-cst.gc.ca/en/publication/itsp-40-111

□ IT Media Sanitization https://www.cse-cst.gc.ca/en/publication/itsp-40-006v2

G1-001 - Security Equipment Guide http://www.rcmp-grc.gc.ca/physec-secmat/reslim/pubs/seg/html/home_e.htm



ANNEX D CSC RFP Template and Subsequent Annexes (attached as a separate document)



ANNEX E 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

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.

1.7 Resource(s)

The bidder may provide a **maximum of ten (10) resources** that will provide services as per Annex A Statement of Work.

| | Mandatory Criteria | Y/N | | | | | | | |
|----|---|-----|--|--|--|--|--|--|--|
| M1 | The Proposed Resource(s) must have five (5) cumulative years of experience providing investigative services to organizations in the <u>public safety portfolio</u> *. | | | | | | | | |
| | Bidders must provide the following details as to how the stated experience was obtained: | | | | | | | | |
| | The total number of years of experience in providing investigative services. The client name(s) and addresses. The start and end dates of the assignment(s). The start the providence of the total total services of the services of the services. | | | | | | | | |
| | 4. Details about the work performed by the bidder on the assignment(s) including deliverables.5. A reference that can attest the proposed resource's experience. | | | | | | | | |
| | Experience must have been acquired within the past ten (10) years. | | | | | | | | |
| | * <u>public safety portfolio</u> : is defined as RCMP, DND, CBSA, CSIS, PS, CSC, the provincial equivalent of these Federal Departments, or a provincial or municipal police force. | | | | | | | | |
| M2 | The Proposed Resource(s) must have completed a minimum of three (3) investigations relating to employee misconduct* in the public safety portfolio**. | | | | | | | | |
| | The Bidder must include, as a minimum, for each investigation submitted: | | | | | | | | |
| | Name of the client and contact information; Start and end dates of the investigative services provided; Nature and scope of the investigative services provided; Details about the work performed by the bidder on the assignment(s) including deliverables. | | | | | | | | |
| | A reference that can attest the proposed resource's experience. | | | | | | | | |
| | Investigations must have occurred within the past ten (10) years. | | | | | | | | |
| | * <u>employee misconduct</u> is defined as any action or omission whereby an employee wilfully contravenes an act, a regulation, a rule, a policy, an approved procedure. | | | | | | | | |
| | ** <u>public safety portfolio</u> : is defined as RCMP, DND, CBSA, CSIS, PS, CSC, the provincial equivalent of these Federal Departments, or a provincial or municipal police force. | | | | | | | | |



| М3 | The Bidder must provide a detailed CV for each of the proposed resource(s) which includes the following: The Bidder must include, as a minimum, in their CV: | |
|----|--|--|
| | Employment history, including month and year of project/experience start and end dates; Education credentials, including Professional certifications; Professional training. | |