

Service correctionnel Canada

RETURN OFFERS TO :

Bid Receiving

Correctional Service of Canada **Material Resources Division** 250 Montée St-François Laval (Quebec) H7C 1S5 Telephone: 450-661-9550, ext. 3223

REQUEST FOR A STANDING OFFER

Regional Master Standing Offer (RMSO)

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

Comments:

« THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT »

Vendor/Firm Name and Address :

Telephone # :

Fax # :

Email :

GST # or SIN or Business # :

Title:		
psychiatric assessment serv		
Solicitation No.	Date	e:
21301-21-3433057	NO	/EMBER 10 th , 2020
Client Reference No.		
21301-21-3433057		
GETS Reference No. — N°	. de	Référence de SEAG
PW-20-00933287		
Solicitation Closes		Time Zone
at : 2:00 p.m.		EST
On : November, 25 th , 2020		
Delivery Required : See	nerei	n
F.O.B.		
Plant : Destinati	on:	Other:
Address Enquiries to :		
Isabelle Gravel		
Telephone No.:		Fax No.:
450-661-9550 ext. 3300		450-664-6626
Destination of Goods, Ser	vices	s and Construction:
Multiple as per call-up		
Security This request for a Standing (security.	Offer	includes provisions for

Instructions: See Herein

Name and title of person a Vendor/Firm	authorized to sign on behalf of
Name	
Title	
Signature	Date
(Sign and return cover page	e with offer)



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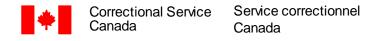


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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offer (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

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

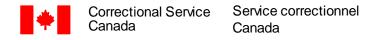
The Annexes include the Statement of Work, the Basis of Payment and any other annexes.

2. Summary

The Correctional Service of Canada (CSC) Health Services requires the services of a psychiatrist to produce psychiatric assessments in the context of release decisions, for the various sites and districts in the Quebec region.

Provide, as a psychiatrist, psychiatric assessment services to offenders from:

- Regional Center for Mental Health (RCMH) located at 242, Montée Gagnon, Ste-Annedes-Plaines (Qc) J0N 1H0;
- Federal Training Center (FTC sites 6099 and 600) located at 6099, boulevard Lévesque Est, Laval (Qc) H7C 1P1 and at 600, Montée St-François, Laval (Qc) H7C 1S5;
- Donnacona Institution located at 1537, road 138, Donnacona (Qc) G3M 1C9;
- Joliette Institution located at 400, Marsolais street, Joliette (Qc) J6E 8V4;
- Archambault Institution located at 242, Montée Gagnon, Ste-Ánne-des-Plaines (Qc) J0N 1H0;
- Regional reception center (RRC-USD) located at 246, Montée Gagnon, Ste-Anne-des-Plaines (Qc) J0N 1H0;



- Drummond Institution located at 2025, boulevard Jean de Brébeuf, Drummondville (Qc) J2B 7Z6;
- Cowansville Institution located at 400 Fordyce Avenue, Cowansville (Qc) J2K 3N7;
- La Macaza Institution located at 321 chemin de l'Aéroport, La Macaza (Qc) J0T 1R0;
- Port-Cartier Institution located at 1, de l'Aéroport street, Port-Cartier (Qc) G5B 2W2;

East West District:

- CCC Laferrière located at 202, St-Georges street, Saint-Jérôme (Qc) J7Z 4Z9;
- CCC Marcel Caron located at 825 Kirouac street, Quebec (Qc) G1N 2J7;

Metropolitan Montreal District:

- CCC Martineau located at 10345, boul. Saint-Laurent, Montreal (Qc) H3L 2P1;
- Ville-Marie office located at 5151 de la Savane street, suite 200, Montreal (Qc) H4P 1V1.

More than one Standing Offer may be issued for this process.

The period of this Standing Offer is from date of Standing Offer until November 30th, 2021, with the possibility of two (2) additional periods of twelve (12) months each.

3. Security Requirements

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

4. Revision of Departmental Name

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

5. Debriefings

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

6. Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent venue for Canadian bidders to raise complaints regarding the award of federal contracts under \$25,300 for goods and under \$101,100 for services. Should you have any issues or concerns regarding the award of a federal contract below these dollar amounts, contact OPO by e-mail at the Office of the Procurement Ombudsman e-mail address, by telephone at 1-866-734-5169, or by web at the Office of the Procurement Ombudsman website. For more information about OPO, including the available services, please visit the OPO website.



PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offer (RFSO) by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (**2020-05-28**) Standard Instructions - Request for Standing Offer - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offer - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days Insert: one hundred and twenty (120) days

Offers will remain open for acceptance for a period of not less than one hundred and twenty (120) days from the closing date of the Request for a Standing Offer.

2. Submission of Offers

Offers must be submitted only to Correctional Service of Canada (CSC) by the date, time and place indicated on page 1 of the Request for Standing Offer.

3. Former Public Servant

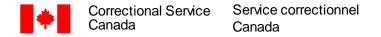
Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide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

Definitions

For the purposes of this clause,

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

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



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

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

YES() **NO**()

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

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

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with <u>Contracting Policy Notice</u>: 2012-2 and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

Work Force Adjustment Directive

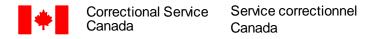
Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

YES() **NO**()

If so, the Offeror must provide the following information:

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

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 - Request for Standing Offer

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

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

5. Applicable Laws

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

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



PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

Due to the nature of the RFSO, offers transmitted by facsimile or email to CSC will not be accepted.

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer: one (1) hard copy

Section II: Financial Offer: one (1) hard copy

Section III: Certifications: one (1) hard copy

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

Offerors are requested to submit their Financial Offer in an envelope separate from their technical offer.

Canada requests that Offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offer.

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

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fiber certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 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, duotangs or binders.

Section I: Technical Offer

In their technical offer, Offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

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



Section IV: Additional Information

1.1 Offeror's Proposed Site or Premises Requiring Safeguard Measures

As indicated in Part 6 under Security Requirements, the Offeror must provide the full addresses of the Offeror'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

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



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of CSC will evaluate the offers.

1.1. Technical Evaluation

1.1.1 Mandatory Technical Criteria

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

1.2 Financial Evaluation

1.2.1 Evaluation of Price – Offer

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

Offers containing a financial offer other than the one requested at Article 3. Section II: Financial Offer of PART 3 – OFFER PREPARATION INSTRUCTIONS will be declared non-compliant.

2. Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

The responsive offer with the lowest evaluated global price by institution will be recommended for the Standing Offer's award. Please note that, for the purpose of the evaluation, the lowest global price will be calculated by adding the firm all-inclusive hourly rates for the duration of the Standing Offer and the option years.

In the event of a tie regarding the lowest global price by institution between Offerors, the Standing Offer will be awarded to the Offeror with the most experience in the **mandatory technical criteria M3**, in Canada, according to the curriculum vitae.

Note that the Standing Offer's award is subject to compliance with the budget ceiling established for this process.



PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a Standing Offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to setaside a standing offer, or will declare a contractor in default, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

1. Certifications Precedent to the Issuance of a Standing Offer and Additional Information

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

1.1 Integrity Provisions – Declaration of Convicted Offenses

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



1.2 Integrity Provisions – Required documentation

List of names: all Offerors, regardless of their status under the Ineligibility and Suspension Policy, must submit the following information:

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

List of Names:

OR

□ The Offeror is a partnership

During the evaluation of offers, the Offeror must, within 10 working days, inform the Contracting Authority in writing of any changes affecting the list of names submitted with the offer.

1.3 Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.



1.4 Language Requirements - Bilingual

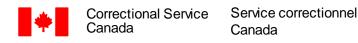
By submitting an offer, the Offeror certifies that, should it be awarded a standing offer as result of the request for a standing offer, every individual proposed in its offer will be fluent in both official languages of Canada (French and English). The individual(s) proposed must be able to communicate orally and in writing in French and English without any assistance and with minimal errors.

1.5 Education and Experience

The Offeror certifies that all the information provided in the résumés and supporting material submitted with its offer, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Offeror to be true and accurate. Furthermore, the Offeror warrants that every individual offered by the Offeror for the requirement is capable of performing the Work resulting from a call-up against the Standing Offer.

1.6 Certification:

By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.



PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

1. Security Requirement

- 1.1. Before issuance of a standing offer, the following conditions must be met:
 - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A Standing Offer;
 - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7A - Standing Offer;
 - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
 - (d) the Offeror's proposed location of work performance and document safeguarding must meet the security requirement as indicated in Part 7A Standing Offer;
 - (e) the Offeror must provide the addresses of proposed sites or premises of work performance or document safeguarding as indicated in Part 3 Section N Additional Information.
- 1.2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful Offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
- 1.3. For additional information on security requirements, Offerors should refer to the <u>Contract</u> <u>Security Program (CSP)</u> of Public Works and Government Services Canada website.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

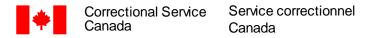
- 1. Offer
- **1.1** The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex A.

2. Security Requirement

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

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE No. 21301-21-3433057

- 1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
- The Contractor/Offeror personnel requiring access to PROTECTED information, assets or site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
- 3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CSP, PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED B.
- 4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, 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)



2.2 Offeror's Site or Premises Requiring Safeguarding Measures / IT Authorization for Storage or Processing

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

2.3 The Company Security Officer (CSO) must ensure through the <u>Contract Security Program</u> (<u>CSP</u>) that the Offeror and individual(s) hold a valid security clearance at the required level.

Contract # / Nº de contrat :	21301-21-3433057
Date :	2020-02-26

IT Security Requirements

The IT Security Requirements are derived from the <u>Operational Security Standard: Management</u> 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.
- All PROTECTED IT Equipment must be located in a space that meets the requirements of an Operations Zone as defined in the <u>Operational Security Standard on Physical Security</u> and <u>G1-026 Guide to the Application of Physical Security Zones</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>Cryptographic Algorithms for UNCLASSIFIED</u>, <u>PROTECTED A</u>, and <u>PROTECTED B</u> 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 vendor-supported, 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 <u>IT Media Sanitization</u>. 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 Contractor-provided 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.



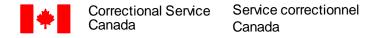
ice Service correctionnel Canada

- 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

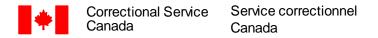
PROTECTED IT Equipment - All Information Technology (IT) equipment and devices (such as, but not limited to, servers, desktop computers, Portable Data Storage Devices) that are used to access, store and/or process information of PROTECTED level sensitivity.

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;
- 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) <u>http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12328</u>
- Operational Security Standard on Physical Security <u>http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12329</u>
- 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 <u>https://www.cse-cst.gc.ca/en/publication/itsp-40-111</u>
- IT Media Sanitization
 <u>https://www.cse-cst.gc.ca/en/publication/itsp-40-006v2</u>
- G1-001 Security Equipment Guide <u>http://www.rcmp-grc.gc.ca/physec-secmat/res-lim/pubs/seg/html/home_e.htm</u>



3. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> issued by Public Works and Government Services Canada.

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

3.1 General Conditions

2005 (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from award to November 30th, 2021.

4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for two (2) additional periods of twelve (12) months each under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

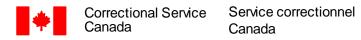
5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Isabelle Gravel Title: Contracting and Procurement Regional Officer Correctional Service of Canada Branch or Directorate: Material Management Directorate Telephone: (450) 661-9550, ext. 3300 Facsimile: (450) 664-6626 E-mail address: <u>Isabelle.Gravel@csc-scc.qc.ca</u>

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, they are responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.



5.2 Project Authority (will be completed upon the Standing Offer's award)

The Project Authority for the Standing Offer is:

Name:			
Title:			
Organization:			
Address:			
Telephone:	-	-	
Facsimile:	-		

E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

5.3 Offeror's Representative (to complete)

The Offeror's Representative for the Standing Offer is:

Name:	
Title:	
Organization:	
Address:	
Telephone:	 _

Facsimile:	 	
Facsimile:	 	

E-mail address: _____

6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2019-01</u> of the Treasury Board Secretariat of Canada.

7. Identified Users

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

Correctional Service of Canada, Quebec Region, Quebec East-West and Montreal Metropolitan District.

8. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the Call-up Against a Standing Offer form or an electronic version.



9. Limitation of Call-ups (will be completed upon the Standing Offer's award)

Individual call-ups against the Standing Offer must not exceed \$ _____ (Applicable Taxes excluded).

10. Financial Limitation (will be completed upon the Standing Offer's award)

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of \$_____ (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call-ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 3 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

11. Priority of Documents

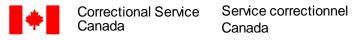
If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the call-up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions **2005** (2017-06-21), General Conditions Standing Offers Goods or Services
- the general conditions 2010B (2020-05-28), General Conditions Professional services (medium complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Security Requirements Check List;
- h) Annex D, Insurance Requirements;
- i) the Offeror's offer dated (will be completed upon the Standing Offer's award)

12. Certifications and Additional Information

12.1 Compliance

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



12.2 Status of Availability of Resources - Standing Offer

If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.

13. Applicable Laws

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



B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

1. Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

2. Standard Clauses and Conditions

2.1 General Conditions

2010B (2020-05-28), General Conditions - Professional Services (Medium Complexity), apply to and form part of the Contract.

2.2 Replacement of Specific Individuals

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

3. Term of Contract

3.1 Period of the Contract

The work must be completed in accordance with the call-up against the Standing Offer.

4. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2019-01</u> of the Treasury Board Secretariat of Canada.

5. Payment

5.1 Basis of Payment

Payments will be made in accordance with Annex B - Basis of Payment

5.2 Limitation of Expenditure (will be completed upon the Standing Offer's award)

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

whichever comes first.

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

5.3 Single Payment

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

- an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

5.4 SACC Manual Clauses

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

5.5 Travel and Living Expenses

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

5.6 Electronic Payment of Invoices – Contract (will be completed upon the Standing Offer's award)

The Contractor accepts to be paid using the following Electronic Payment Instrument(s):

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

6. Invoicing Instructions

6.1 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.

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.2 Psychiatric Services Invoices

The Contractor must submit invoices on a monthly basis.

(a) Psychiatric Services Invoice Format

All invoices must include the following as a minimum: Name of Contractor Contract Number Date(s) of Service Date of Invoice Total billable hours Total fees

7. Insurance – Specific Requirements

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

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

8. Government Site Regulations

The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.



9. Ownership Control

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

- (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.

10. Closure of Government Facilities

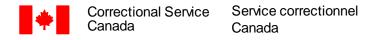
- 10.1 Contractor personnel are employees of the Contractor and are paid by the Contractor on the basis of services rendered. Where the Contractor or the Contractor's employees are providing services on government premises pursuant to this Contract and the said premises become non accessible due to evacuation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

11. Tuberculosis Testing

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

12. Compliance with CSC Policies

- 12.1 The Contractor agrees that its officers, servants, agents and subcontractors will comply with all regulations and policies in force at the site where the work covered by this contract is to be performed.
- 12.2 Unless otherwise provided in the contract, the Contractor shall obtain all permits and hold all certificates and licenses required for the performance of the Work.
- 12.3 Details on existing CSC policies can be found on the <u>CSC website</u> or any other CSC web page designated for such purpose.



13. Health and Labour Conditions

- 13.1 In this section, "Public Entity" means the municipal, provincial or federal government body authorized to enforce any laws concerning health and labour applicable to the performance of the Work or any part thereof.
- 13.2 The Contractor 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.
- 13.3 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.
- 13.4 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."

14. Identification Protocol Responsibilities

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

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

15. Dispute Resolution Services

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 10 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3) (d) of the Department of Public Work and Government Services Act and Section 23 of the Procurement Ombudsman Regulations.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by e-mail at <u>the Office of the Procurement Ombudsman email address</u>, or by web at <u>the Office of the Procurement Ombudsman website</u>.



16. 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 complainant respecting the administration of the 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.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at the Office of the Procurement Ombudsman email address, by telephone at 1-866-734-5169, or by web at the Office of the Procurement Ombudsman website.

17. Information Guide for Contractors

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



ANNEX A - STATEMENT OF WORK

1. INTRODUCTION

The Correctional Service of Canada (CSC) Health Services requires the services of a psychiatrist to produce psychiatric assessments in the context of release decisions, for the various sites and districts in the Quebec region, as indicated in article 3. GOAL.

2. CONTEXT

Within the framework of our policies and obligations regarding the pre-release and post-release decision-making process, certain circumstances require that a psychiatric assessment be produced. The latest changes to our policies read as follows:

In accordance with the policy of the Parole Board of Canada (PBC), a psychiatric assessment will be recommended by a psychologist in cases where:

- An assessment relating to the presence of a mental illness or disorder or the offender's mental capacity, or an opinion on possible treatments, would help to better understand and manage the case;
- When psychiatric treatment affects the risk of the offender.

3. GOAL

Provide, as a psychiatrist, psychiatric assessment services to offenders from :

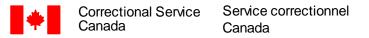
- Regional Center for Mental Health (RCMH) located at 242, Montée Gagnon, Ste-Annedes-Plaines (Qc) J0N 1H0;
- Federal Training Center (FTC sites 6099 and 600) located at 6099, boulevard Lévesque Est, Laval (Qc) H7C 1P1 and at 600, Montée St-François, Laval (Qc) H7C 1S5;
- Donnacona Institution located at 1537, road 138, Donnacona (Qc) G3M 1C9;
- Joliette Institution located at 400, Marsolais street, Joliette (Qc) J6E 8V4;
- Archambault Institution located at 242, Montée Gagnon, Ste-Anne-des-Plaines (Qc) J0N 1H0;
- Regional reception center (RRC-USD) located at 246, Montée Gagnon, Ste-Anne-des-Plaines (Qc) J0N 1H0;
- *Drummond Institution* located at 2025, boulevard Jean de Brébeuf, Drummondville (Qc) J2B 7Z6;
- Cowansville Institution located at 400 Fordyce Avenue, Cowansville (Qc) J2K 3N7;
- La Macaza Institution located at 321 chemin de l'Aéroport, La Macaza (Qc) J0T 1R0;
- Port-Cartier Institution located at 1, de l'Aéroport street, Port-Cartier (Qc) G5B 2W2;

East West District:

- CCC Laferrière located at 202, St-Georges street, Saint-Jérôme (Qc) J7Z 4Z9;
- CCC Marcel Caron located at 825 Kirouac street, Quebec (Qc) G1N 2J7;

Metropolitan Montreal District:

- CCC Martineau located at 10345, boul. Saint-Laurent, Montreal (Qc) H3L 2P1;
- Ville-Marie office located at 5151 de la Savane street, suite 200, Montreal (Qc) H4P 1V1.



4. PERFORMANCE STANDARDS

- 4.1 The Contractor must take into account cultural, religious and linguistic as well as gender differences and take into account the specific needs of women and Aboriginal people.
- 4.2 The Contractor must provide services that meet the standards of practice and ethics established by the provincial governing body for physicians and surgeons and by the Royal College of Physicians and Surgeons of Canada.
- 4.3 The contractor must complete the work within the time specified in the service call. Any delay in delivering the report or a change to a report will be accompanied by an ineffectiveness report and a penalty, at the following rates:

-15% for the first day of delay; -5% for each additional day of delay

4.4 Compliance with provincial and national guidelines

The Contractor must provide psychiatric assessment services in accordance with federal and provincial laws and standards, provincial and national guidelines, standards of practice and CSC policies and guidelines, including the mental health policy of CSC and related guidelines.

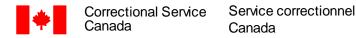
- 4.5 The following is a non-exhaustive list of applicable laws and relevant CSC policies and guidelines. CSC policies and guidelines can be found on the CSC web page at <u>www.csc-scc.gc.ca</u>. They are also available in paper version.
 - Corrections and Conditional Release Act, section 85 Health services
 - Corrections and Conditional Release Regulations, section 3
 - Commissioner's Directive 060, Code of Discipline
 - Commissioner's Directive 712-1 Pre-release decision process
 - Commissioner's Directive 800 Health Services
 - Commissioner's Directive 843 Management of self-injurious and suicidal behavior among inmates
 - Personal Health Information Disclosure Guidelines
- 4.6 Exchange of information Psychiatric assessment reports
 - a) All of the Contractor's reports must be typed. The Contractor must send to CSC staff designated by the Project Authority a signed hard copy of their reports as well as an electronic copy on an encrypted USB key (compatible with Microsoft Word) or by encrypted email which must be approved in advance. by the institution's IT department. Electronic copies are required for upload to OMS.
 - b) Psychiatric assessment reports must be signed by the contractor, who must be certified for the independent practice of psychiatry with adults in the province where he practices his trade. The entrepreneur takes full responsibility for the content of his reports.
 - c) If the Project Authority requests the Contractor to make changes to a report, the latter must comply with the request and make the required changes within 48 hours. If the request for modification comes from the offender, the institution will allow the offender and the contractor to communicate by telephone if necessary. However, if the Project Authority determines that the situation requires direct intervention by the contractor, the contractor will arrange to meet with the offender in person at the facility.



- d) For modifications made at the request of the offenders, the contractor will receive remuneration according to one of the following methods:
- 1. The contractor will receive a firm amount to respond to a change request;
- 2. At the discretion of the Project Authority, higher compensation may be awarded for more demanding change requests, requiring the Contractor more time to respond. The level of effort (number of hours required) will be established as authorized by the project manager, following an agreement with the contractor.
- 4.7 Recording of information in the health care file
- a) All offender health records and protected or sensitive information held by CSC must be kept at the correctional facility.
- b) At the discretion of the Project Authority, the Contractor may have permission to remove protected information or sensitive information held by CSC, including offender health records, from the correctional facility. The Contractor must obtain the prior approval of the Project Authority to remove protected information or sensitive information held by CSC. The Contractor must also ensure that all information and / or documents belonging to CSC in his possession will be processed, transported and archived in accordance with the security and privacy requirements of the contract.

5. TASKS

- 5.1 Psychiatric assessment services
- a) The Contractor must conduct assessments which will be communicated to third parties, including the Parole Board of Canada, at the request of the Project Authority. These reports must meet CSC requirements and include, as a minimum, the following information:
 - i. purpose of the report;
 - ii. social history (if not already on file);
 - iii. dynamic factors related to the offense and related to mental condition;
 - iv. impressions following the interview;
 - v. psychiatric diagnosis, the impact of psychiatric treatment on behavior and risk, and the offender's attitude towards this treatment;
 - vi. assessment of risk factors related to the assessed psychiatric condition and the risk management and relapse prevention plan, particularly with regard to the person's mental health characteristics.
- b) Assessments should focus on risk, current and past behavior in the community and recommendations for institutional or community counseling, supervision strategies and participation in other psychiatric treatment. The Contractor must only use objective and standardized assessment methods and proven risk assessment tools, if applicable. Reference may be made to information in CSC file. There is no need to repeat in the report the information already in the offender's file.
- c) The contractor must write and present evaluation reports within the deadlines agreed with the Project Manager or his delegate.
- d) Unless he can produce the report inside the CSC facilities, the contractor must send a copy of the report by secure email (for example via Postel's system or any other system considered adequate according to the standards in document security for CSC). Electronic copies are required for upload to OMS. The Contractor must also provide a signed hard copy of all evaluation reports.



- e) In accordance with the guidelines on the disclosure of personal health information, the contractor must explain to inmates the limits to confidentiality and their obligations to CSC, under applicable internal laws and policies, before providing services. He must also ensure that all reports can be shared with the detainee.
- 5.2 The Contractor must visit offenders incarcerated in units with specialized or specific mandates when requested by the Project Authority or his delegate.

5.3 Continuity of services

The contractor must hire a replacement in order to ensure continuity of services in the event that the contractor cannot offer the services himself due, among other things, to vacation or prolonged illness (more than five days). The replacement must be approved by the Project Manager and operating before the absence of the contractor. All substitutes must have the qualifications and experience required to meet the selection criteria of the contractor and must be approved by CSC. The replacement must also have a valid security clearance in accordance with the security requirements of the contract.

5.4 Workplace

The Contractor must conduct an on-site psychiatric assessment of the offenders at the premises listed in Section 3. OBJECTIVE.

At the request of the Project Authority or his delegate, the contractor may provide psychiatric assessment services by telepsychiatry to offenders in the places listed in section 3. OBJECTIVE. When requested by the Project Authority, the Contractor must visit the offenders incarcerated in rows of cells or in interview rooms if they are in segregation.

If required, and at the request of the Project Authority, the Contractor may be asked to provide telepsychiatry (psychiatric videoconference service) sessions to offenders, if the Project Authority determines that they have the necessary qualifications and experience. The Contractor must obtain the written approval of the Project Authority or his delegate before doing work by videoconference. The Project Authority will give approval in its sole discretion and by location. The Contractor must also provide the Project Authority with a summary of all work done by videoconference.

6. GRIEVANCE INVESTIGATION AND SETTLEMENT PROCESS, EXAMINATION COMMITTEES AND CSC INVESTIGATION COMMITTEES

- 6.1 The contractor may be involved in various internal offender investigation and grievance processes which may include a review of the information recorded by the contractor in health care records. At the request of the Project Authority or his delegate, the Contractor may be required to undergo interviews as part of the offender's investigation or grievance process. Participation in interviews as part of the investigation or grievance process will be billed at the rate of \$ 100 per hour / trip included.
- 6.2 At the request of the Project Authority or his delegate, the Contractor must participate in the CSC review and investigation committees. Participation in investigation committees will be billed at the rate of \$ 100 per hour / trip included.



7. NOTIFICATION REQUIREMENTS

- 7.1 The Contractor must notify the Project Authority of any issues that may affect their jurisdiction and of any restrictions imposed by the professional regulatory body that affect the ability of the Contractor to provide health services to offenders.
- 7.2 The Contractor must immediately notify the Project Authority of any significant complaints of which he is the subject.

8. SECURITY

- 8.1 Any equipment, including communication devices that the Contractor wishes to bring to the establishment, must be approved in advance by the Project Authority and CSC Security officials.
- 8.2 **Prohibited items:** The Contractor must ensure that all resources (including the Contractor himself and his replacements) who provide services directly or indirectly under this contract are aware of section 3 of the *Corrections and Enforcement Regulations conditional release and Commissioner's Directive 060 Code of discipline.*

The contractor and his replacements must not enter into a relationship, personal or working, with an offender. It is prohibited for the Contractor or his replacements to give or receive items from an offender. These items include, but are not limited to, the following: cigarettes, toiletries, hobby items, drugs, alcohol, letters received or sent by offenders, money and weapons or items that can be used as weapons. Anyone found responsible for providing unauthorized or prohibited items to offenders may be subject to immediate removal from correctional or community facilities, or criminal charges or both. Such violations could result in termination of the contract by Canada in accordance with the breach provisions of the contract.

- 8.3 As a visitor to a CSC correctional institution, the contractor will be required to comply with the institution's security requirements, which may vary depending on the activities of the offenders. Contractor may experience delays or be denied entry to certain areas at certain times, even if access arrangements have been made.
- 8.4 To avoid making unnecessary trips to an establishment in solitary confinement, the contractor must telephone the identified resource person at least three hours before arriving, to ensure that the establishment is operating normally. If the Contractor arrives at the Institution, but is unable to meet with the offenders for reasons beyond their control, they may charge CSC a "cancellation" fee of \$ 100. To charge this fee, the Contractor must record the fact that he phoned before reporting, as well as the time when he phoned, and the name of the CSC employee he spoke to.

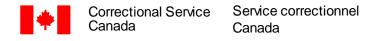
9. WORK LANGUAGE

Services must be provided in the official language of the inmate's choice, either French or English.

10. CONSTRAINTS

- 10.1 Work in correctional environment.
- 10.2 Confidentiality.

In accordance with the confidentiality provisions of the Contract, the Contractor may not communicate with the media regarding mental health services provided to CSC. The Contractor must immediately notify the Project Authority if a member of the media has contacted him or her regarding the mental health services provided to CSC.



11. SUPPORT TO THE CONTRACTOR

11.1 CSC will provide files, reports and all documentation necessary for the provision of services. In addition to access to a computer, the contractor will not be able to use state resources, e.g. administrative staff, supplies, equipment, etc.

12. SCHEDULE

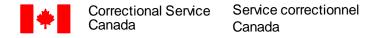
The schedule of services is established according to medical clinics, from Monday to Friday, between 8:00 a.m. and 6:00 p.m., as required by CSC.

Schedule change or cancellation by CSC

If the evaluation schedule is postponed or canceled at the request of CSC, the latter will give the Contractor five (5) working days notice. It is understood that on this condition, the contractor will not charge CSC any fees.

13. CANCELLATION BY THE CONTRACTOR

Any cancellation of provision of services made by the Contractor will not be remunerated.



ANNEX B - PROPOSED BASIS OF PAYMENT

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to this Contract. The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described will be consistent with this data.

1.0 Standing Offer Period

1.1 Professional Fees

1st period (from date of award to November 30th, 2021)

Psychiatric Assessment Services

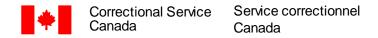
For the provision of psychiatric assessment services as described in Annex A - Statement of Work, the Contractor will be paid the all inclusive **firm unit rate** per assessment in Table (A), HST or GST extra.

The Contractor can apply for a single area or several.

	Table	(A)		
	AREA AND INSTITUTION NAME	ALL- INCLUSIVE RATE PER PSYCHIATRIC ASSESSMENT A	MAXIMUM ESTIMATED LEVEL OF EFFORT (number of assessments) B	Total (in Cdn \$) C (A x B)
1.	 Area Greater Montreal Federal Training Centre Institution (FTC sites 6099 and 600) Archambault Institution Regional Reception Centre (RRC-SHU) Regional Center for Mental Health (RCMH) CCC Martineau Ville-Marie office CCC Laferriere East West District Metropolitan Montreal District 	35	\$	\$
2.	Lanaudiere Area Joliette Institution East West District 	4	\$	\$
3.	Quebec Area• Donnacona Institution• CCC Marcel Caron• East West District	4	\$	\$
4.	 Area of Cow ans ville, Drum mond, Estrie, Monteregie Drummond Institution Cow ansville Institution East West District Metropolitan Montreal District 	8	\$	\$
5.	La Macaza Institution	2	\$	\$
6.	Port-Cartier Institution	4	\$	\$
			Total	\$

*The estimated level of effort is for evaluation purpose.

Note: The hourly rates are firm rates which include all other type of fees. No travel and living expenses will be paid.



1.2 Variable part

For the provision of administrative services related to its mandate as described in Annex A - Statement of Work, the Contractor will be paid the **firm administrative unit rate** as described in Annex A as for a maximum indicated in Table (B), HST or GST extra.

Table (B)					
INSTITUTION	NIVEAU D'EFFORT ESTIMÉ MAXIMAL				
Will be completed upon the Standing Offer's award	5 000.00 \$				

2.0 Option(s) to Extend the Term of the Contract

Subject to the exercise of an option to extend the Contract period in accordance with Article 4. Term of Contract, 4.2 Options to Extend Contract, the all-inclusive hourly rates for the contract period detailed in this Annex will be subject to upward adjustment to reflect the overall annual increase in the Consumer Price Index (CPI) for Canada for the previous calendar year as established by Statistics Canada. The Contracting Authority will determine these rates at the time the option is exercised using the following formula:

Adjusted rate = all-inclusive hourly rate + (firm all-inclusive hourly rate x % CPI increase for previous calendar year)

The Contractor shall be paid the resulting adjusted firm all inclusive hourly rates, Applicable Taxes extra, to complete all Work and services required to be performed in relation to the Contract extension.

3.0 Applicable Taxes

All prices and amounts of money in the Standing Offer are exclusive of Applicable Taxes, unless.

4.0 Electronic Payment of Invoices - Offer

Canada requests that Offerors complete option 1 or 2 below:

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

The following Electronic Payment Instrument(s) are accepted:

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

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

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

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



Service correctionnel Canada

ANNEX C - SECURITY REQUIREMENTS CHECK LIST

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Government Gouvernement of Canada du Canada

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Ministère ou organisme gou				ectionnel du Canada		vices de santé			-
3. a) Subcontract Number / Numero du contrat de sous-traitance (3. b) Name and Address of Subcontractor / Nom et adresse du							sous-tr	aitent	
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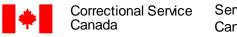
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ANNEX D - INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance:

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



2. Litigation Rights:

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

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

3. Medical Malpractice Liability Insurance:

- 3.1 The Contractor must obtain Medical Malpractice Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of the defence costs.
 - a) The Contractor must obtain Medical Malpractice Liability Insurance in an amount of \$5,000,000.00 if the Contractor, or the Contractor's resource, is a member of the Canadian Medical Protective Association (CMPA).
 - b) The Contractor must obtain Medical Malpractice Liability Insurance in an amount of \$10,000,000.00 if the Contractor, or the Contractor's resource, is not a member of the Canadian Medical Protective Association (CMPA).
- 3.2 Coverage is for what is standard in a Medical Malpractice policy and must be for claims arising out of the rendering or failure to render medical services resulting in injury, mental injury, illness, disease or death of any person caused by any negligent act, error or omission committed by the Contractor in or about the conduct of the Contractor's professional occupation or business of good samaritan acts.
- 3.3 If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- 3.4 Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.



ANNEX E - EVALUATION CRITERIA

1.0 Technical Evaluation:

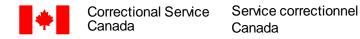
- 1.1 The following elements of the offer will be evaluated and scored in accordance with the following evaluation criteria.
 - Mandatory Technical Criteria

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

- 1.2 LISTING EXPERIENCE WITHOUT PROVIDING ANY SUBSTANTIATING DATA TO SUPPORT WHERE, WHEN AND HOW SUCH EXPERIENCE WAS OBTAINED WILL RESULT IN THE STATED EXPERIENCE NOT BEING CONSIDERED FOR EVALUATION PURPOSES.
- 1.3 All experience must be strictly work-related. Time spent during education and/or training will not be considered, unless otherwise indicated.
- 1.4 Experience must be demonstrated through a history of past projects, either completed or ongoing.
- 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 offers, it is recommended that Offerors' offers address the mandatory criteria in the order in which they appear in the Evaluation Criteria and using the numbering outlined.
- II. Offerors are also advised that the month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.
- III. For any requirements that specify a particular time period (e.g., 2 years) of work experience, CSC will disregard any information about experience if the technical offer does not include the required month and year for the start date and end date of the experience claimed.
- IV. CSC will also only evaluate the duration that the resource actually worked on a project or projects (from the start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.



MANDATORY TECHNICAL CRITERIA

#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met
M1	The proposed resource must hold a current license in good standing from the Collège des médecins du Québec and the Fédération des médecins spécialistes du Québec. Bidders must include a copy of the license in their bid.		
M2	The proposed resource must have a speciality in Psychiatry. Bidders must provide a document proving that they meet the specialty in psychiatry.		
М3	The proposed resource must have a minimum of one (1) year full time experience in providing psychiatric care in the last three (3) years.		

Speciality Designation:

i. Psychiatry:

The Bidder must be a current member in good standing with the Collège des médecins du Québec and the Fédération des médecins spécialistes du Québec with a speciality in psychiatry.

ii. Forensic Psychiatry:

The Bidder must indicate whether he/she possesses a specialty in Forensic Psychiatry from the Collège des médecins du Québec and the Fédération des médecins spécilistes du Québec:

YES () NO ()