





## TABLE OF CONTENTS

### **PART 1 - GENERAL INFORMATION**

1. Statement of Work
2. Revision of Departmental Name
3. Debriefings

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

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Former Public Servant
4. Enquiries, Bid Solicitation
5. Applicable Laws
6. Bid Challenge and Recourse Mechanisms

### **PART 3 - BID PREPARATION INSTRUCTIONS**

1. Bid Preparation Instructions
2. Section I: Technical Bid
3. Section II: Financial Bid
4. Section III: Certifications

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

1. Evaluation Procedures
2. Basis of Selection

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

1. Certifications Precedent to Contract Award and Additional Information

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

1. Security Requirement
2. Statement of Work
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications and Additional Information
9. Applicable Laws
10. Priority of Documents
11. Insurance
12. Liability
13. Ownership Control
14. Closure of Government Facilities
15. Tuberculosis Testing
16. Compliance with CSC Policies
17. Health and Labour Conditions
18. Identification Protocol Responsibilities
19. Dispute Resolution Services
20. Contract Administration
21. Privacy
22. Proactive Disclosure of Contracts with Former Public Servants



## 23. Information Guide for Contractors

### **List of Annexes:**

- Annex A – Statement of Work
- Annex B – Proposed Basis of Payment
- Annex D – Evaluation Criteria



## **PART 1 - GENERAL INFORMATION**

### **1. Statement of Work**

The Work to be performed is detailed under Article 2 of the resulting contract clauses.

### **2. Revision of Departmental Name**

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

### **3. Debriefings**

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



## PART 2 - BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#) issued by Public Works and Government Services Canada.

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

The [2003](#) (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

### 2. Submission of Bids

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

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

**Delete: Section 06 in its entirety.**

**Insert: 06 Late bids:**

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

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

**Delete: Section 07 in its entirety.**

**Insert: 07 Delayed bids:**

Canada will not accept any delayed bids.

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

**Delete: Section 08 in its entirety.**

**Insert: 08 Transmission by email**

- a. Unless specified otherwise in the solicitation, Bidders must submit their bid to the CSC bid submission email address indicated on page 1 of the bid solicitation document. This email address is the only acceptable email address for Bidders to submit their bid in response to this bid solicitation.
- b. Bidders may transmit their bid at any time prior to the solicitation closing date and time.
- c. Bidders should include the bid solicitation number in the subject field of their email.



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

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

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

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

### **3. Former Public Servants**

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



## Definitions

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

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

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

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes ( ) No ( )**

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

## 4. Enquiries – Bid Solicitation



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

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

## 5. Applicable Laws

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

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

## 6. Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.





## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **1. Bid Preparation Instructions**

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

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

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

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

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

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

### **2. Section I: Technical Bid**

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

### **3. Section II: Financial Bid**

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

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

#### **3.1 Exchange Rate Fluctuation**

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

### **4. Section III: Certifications**

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



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

### **1. Evaluation Procedures**

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

#### **1.1 Technical Evaluation**

##### **1.1.1 Mandatory Technical Criteria**

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

#### **1.2 Financial Evaluation**

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

### **2. Basis of Selection**

SACC Manual Clause A0031T (2010-08-16), Basis of Selection - Mandatory Technical Criteria



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

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

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

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

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

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

#### **1.1 Integrity Provisions – Declaration of Convicted Offenses**

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

#### **1.2 Integrity Provisions – Required documentation**



- (a) **List of names:** all Bidders, regardless of their status under the Ineligibility and Suspension Policy, must submit the following information:
  - i. Bidders that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
  - ii. Bidders bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
  - iii. Bidders that are a partnership do not need to provide a list of names.

List of Names:


**OR**

- The Bidder is a partnership

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

**1.3 Federal Contractors Program for Employment Equity - Bid Certification**

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

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

**1.4 Language Requirements - English Essential**

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

**1.5 Certification:**

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



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

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

### **1. Security Requirement**

There is no security requirement applicable to this Contract.

### **2. Statement of Work**

The Contractor must perform the Work in accordance with Annex A - Statement of Work.

### **3. Standard Clauses and Conditions**

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

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

#### **3.1 General Conditions**

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

Subsection 5. Audit of the General Conditions is deleted in its entirety and replaced with the following:

#### **5. Audit**

The Contractor must maintain such records, and Canada and its authorized representatives will have the right to examine such records, at all times during the term of this Contract and for a period of seven years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. Should an examination reveal any overpayments by Canada, these will be claimed by Canada and immediately repaid by the Contractor.

### **4. Term of Contract**

#### **4.1 Period of the Contract**

The period of the Contract is from August 1<sup>st</sup>, 2024 to July 31<sup>st</sup>, 2025 inclusive.

#### **4.2 Option to Extend the Contract**

4.2.1 The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

4.2.2 Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by



the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## 5. Authorities

### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Danielle Blanchet  
Title: Senior Contract Officer  
Correctional Service Canada  
Branch/Directorate: National Comptroller's Office  
Telephone: 506-377-9624  
E-mail address: [Danielle.blanchet@csc-scc.gc.ca](mailto:Danielle.blanchet@csc-scc.gc.ca)

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

### 5.2 Project Authority

The Project Authority for the Contract is:

Name:  
Title:  
Correctional Service Canada  
Branch/Directorate:  
Telephone:  
E-mail address: (XXX)

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

### 5.3 Contractor's Representative

The Authorized Contractor's Representative is:

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

## 6. Payment

### 6.1 Basis of Payment – Firm Unit Prices

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid as specified in **Annex B – Basis of Payment**. Customs duties are excluded and Applicable Taxes are extra.



Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

## 6.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ (to be entered at Contract Award). Customs duties are excluded 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 percent committed, or
  - b) four (4) months before the contract expiry date, or
  - c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

## 6.3 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

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

## 6.4 SACC Manual Clauses

SACC Manual clause A9117C (2007-11-30), T1204 - Direct Request by Customer Department

### 6.4.1 Audit

SACC Manual clause C1004C Auditing

Canada reserves the right to recover amounts and make adjustments to amounts payable to the Contractor where an examination of the Contractor's records has identified amounts allocated to the Contract that are not in accordance with the Contract terms.

Where the results of an examination indicate that an overpayment by Canada has occurred, such overpayment is due and payable on the date indicated in the notice of overpayment.

### 6.4.2 Discretionary Audit



## **6.5 Travel and Living Expenses**

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

## **6.6 Electronic Payment of Invoices – Contract**

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

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

## **7. Invoicing Instructions**

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

Invoices must be distributed as follows:

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

## **8. Certifications and Additional Information**

### **8.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

## **9. Applicable Laws**

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

## **10. Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the General Conditions 2010B (2022-12-01) - Professional Services (Medium Complexity), apply to and form part of the Contract.
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_ (to be inserted at contract award)

## **11. Insurance**

SACC Manual clause G1005C (2016-01-28), Insurance

## **12. Liability**





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

### **13. Ownership Control**

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

13.1 The Contractor warrants that it is not under ownership control of any non-resident entity (i.e. Individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other).

13.2 The Contractor must advise the Minister of any change in ownership control for the duration of the contract.

13.3 The Contractor acknowledges that the Minister has relied on this warranty in entering into this Contract and that, in the event of breach of such warranty, or in the event that the Contractor's ownership control becomes under a non-resident entity, the Minister will have the right to treat this Contract as being in default and terminate the contract accordingly.

13.4 For the purposes of this clause, a non-resident entity is any individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other residing outside of Canada.

### **14. Closure of Government Facilities**

14.1 Contractor personnel are employees of the Contractor and are paid by the Contractor on the basis of services rendered. Where the Contractor or the Contractor's employees are providing services on government premises pursuant to this Contract and the said premises become non accessible due to evacuation or closure of government facilities, and consequently no Work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of closure.

14.2 Contractors working at CSC sites should be aware that they may be faced with delay or refusal of entry to certain areas at certain times even if prior arrangements for access may have been made. Contractors are advised to call in advance of travel to ensure that planned access is still available.

### **15. Tuberculosis Testing**

15.1 It is a condition of this contract that the Contractor or any employees of the Contractor who require entry into a Correctional Service of Canada Institution to fulfill the conditions of the contract may, at the sole discretion of the Warden, be required to provide proof of and results of a recent tuberculin test for the purpose of determining their TB infection status.

15.2 Failure to provide proof of and results of a tuberculin test may result in the termination of the contract.

15.3 All costs related to such testing will be at the sole expense of the Contractor.



## **16. Compliance with CSC Policies**

- 16.1 The Contractor agrees that its officers, servants, agents and subcontractors will comply with all regulations and policies in force at the site where the work covered by this contract is to be performed.
- 16.2 Unless otherwise provided in the contract, the Contractor must obtain all permits and hold all certificates and licenses required for the performance of the Work.
- 16.3 Details on existing CSC policies can be found on the [CSC website](#) or any other CSC web page designated for such purpose.

## **17. Health and Labour Conditions**

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

## **18. Identification Protocol Responsibilities**

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

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

## **19. Dispute Resolution Services**



The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at [the Office of the Procurement Ombudsman email address](#), by telephone at 1-866-734-5169, or by web at [the Office of the Procurement Ombudsman website](#). For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit [the Office of the Procurement Ombudsman website](#).

## 20. Contract Administration

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

## 21. Privacy

21.1 The Contractor acknowledges that Canada is bound by the Privacy Act, R.S.C. 1985, c. P-21, with respect to the protection of personal information as defined in that Act. The Contractor must keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract, and must not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract.

21.2 All such personal information is the property of Canada, and the Contractor must have no right in or to that information. The Contractor must deliver to Canada all such personal information in whatever form, including all copies, drafts, working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to this Contract, upon the completion or termination of the Contract, or at such earlier time as the Minister may request. Upon delivery of the personal information to Canada, the Contractor must have no right to retain that information in any form and must ensure that no record of the personal information remains in the Contractor's possession.

## 22. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (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 [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

## 23. Information Guide for Contractors

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



## ANNEX A – Statement of Work

The Correctional Service Canada has a requirement for an automated credit reporting services on an ongoing basis to provide consumer credit reports on individuals in support of the Government of Canada security screening process. Correctional Service Canada expects to require approximately 9,000 consumer credit reports on individuals per year. The work will involve the following:

### 1.1 Background

As per the Policy on Government Security - *Standard on Security Screening*, a financial inquiry (credit check) is a mandatory requirement for the majority of individuals undergoing security screening. The purpose of the credit check is to provide information on the individual's identity, credit history, liens, judgements, and bankruptcy/consumer proposal, to identify and reduce risk to government security. To achieve this, Correctional Service Canada (CSC) is seeking the services of a credit report agency with extensive government experience to provide credit reporting services as a component of the security screening process.

### 1.2 Objectives:

Correctional Service Canada requires the services of a credit reporting agency to provide complete, accurate and current consumer credit reports on individuals undergoing a security screening process. Credit reporting services will respect federal and provincial legal, privacy and security imperatives and be delivered in an efficient and effective manner.

### 1.3 Tasks:

Correctional Service Canada requires automated credit reporting services on an ongoing basis to provide international consumer credit reports (primarily from but not limited to Canada) including identifying information, credit history, public records, collections, banking information and inquiries on approximately 9,000 individuals per year.

1.3.1 The web based-platform must allow the user to input the following, but not limited to, information to make a query to obtain a consumer credit report:

- i. Surname
- ii. Given names
- iii. Address (# and street, city, province, state, country)
- iv. Postal code/Zip code/or other country equivalent
- v. Date of Birth
- vi. 2<sup>nd</sup> address
- vii. Phone number

Consumer credit reports must be available on an instantaneous basis. There may be certain circumstances when an extended period\* of time will be required for out of country checks to be conducted.

\*Extended period shall be defined as a period of time up to a maximum of two (2) weeks after a query has been made.

1.3.2 The consumer credit report must include, but is not limited to, the following elements:

- i. date of report;
- ii. individual's name and any known aliases;
- iii. individual's date of birth;
- iv. date of last inquiry on file;
- v. individual's current address and telephone number;



- vi. previous addresses on file, reported employment;
- vii. file summary (includes: total number of legal items & bankruptcies & collections & collections inquiries, all with date of most current, total available credit to consumer, running credit balance, total post due, total payments, number of accounts, number of accounts with negative rating, number of accounts paid, breakdown of running balances by Instalment, Revolving, Open and Mortgage, date of oldest account and newest account opened, total number of Registered Items);
- viii. special messages - i.e. fraud alert, ID mismatch alert;
- ix. banking information: ID number, name and phone number of institution, date of information, date of account opening, narrative;
- x. trades and mortgages: ID number, name and phone number of institution, date of information, date of account opening, date of last activity, payment pattern, credit limit/high credit, balance owing, amount past due at time of report, terms of payment including amount and frequency, narrative;
- xi. bankruptcy information/consumer proposal: date of information, date of bankruptcy(ies), trustee, assets, liabilities, discharges with date;
- xii. legal items: date of information, date of court action, court information, plaintiffs name, amount, balance, comments;
- xiii. collections information: date of information, date of collections action, collection agency information, amount, balance, comments;
- xiv. inquiries: date, agency;
- xv. comments on file.

The Contractor must provide:

- A web based application and all new versions of upgrade introduced to systems with no disruption in service;
- Information encryption for data transmission purposes including, at a minimum, Transport Layer Security (TLS);
- A minimum of sixty (60) days notice should the Contractor decide to change the format in which information is transmitted or received;
- Provide CSC with online/computer based training (CBT) and/or Technical Support training on the use of system/web based application and analysis of credit reports;
- The ability to provide telephone and internet services should the online system fail;
- A hard copy billing report of each query, for invoice payment on a monthly basis.

The Contractor must provide technical support and support for interpretation of reports by telephone, Monday to Friday (excluding statutory holidays) from 8:00 to 17:00 Eastern Standard Time (EST).

Unless otherwise indicated by the Project Authority (PA), the Contractor must provide two (2) training sessions per year. These training sessions will be for new CSC employees using the web based platform and for CSC personnel, selected by the PA, when amendments to credit information have been made to the consumer credit reports.

The Contractor must ensure that any credit inquiry for government screening purposes is "masked/soft query" to ensure no adverse influence from a subsequent review of an individual's credit status by a credit grantor.

#### 1.4 Deliverables:

The Contractor must provide full consumer credit report that includes all elements as outlined in section 1.3 Tasks of Annex A — Statement of Work.

The Contractor must provide additional information within a consumer credit report (ex. High Risk Fraud Alerts) if requested by the PA.

#### 1.5 Location of work:



- a. The Contractor must perform the work at contractor's place of business.
- b. Travel

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

1.6 Language of Work:

The Contractor must perform all work in English.



## ANNEX B – Proposed Basis of Payment

### 1.0 Contract Period

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

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

1.1 CONTRACT PERIOD from August 1 <sup>st</sup> , 2024 to July 31 <sup>st</sup> , 2025		
Description	Estimated number of queries***	Firm Unit Price
*Initial Query	9000	\$ _____
**Secondary Query	500	\$ _____
<b>TOTAL:</b>		

\*Initial Query: An initial query is identified as the first attempt to retrieve a consumer credit report.

\*\*Secondary Query: A secondary query is identified as any additional attempt to obtain a consumer credit report in cases where the initial query does not work. A secondary query consist of, but is not limited to, providing additional information on an individual (other names used, old addresses etc.) that was not available when the initial query was made.

\*\*\* This does not represent a commitment by Canada that Canada’s future usage of the services described in the bid solicitation will be consistent with this estimate.

### 2.0 Options to Extend the Contract Period:

Subject to the exercise of the option to extend the Contract period in accordance with Article 4. Term of contract of the original contract, Options to Extend Contract, the Contractor will be paid the firm all inclusive Per Diem rate(s), in accordance with the following table, Applicable Taxes extra, to complete all Work and services required to be performed in relation to the Contract extension.

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

2.1 - OPTION YEAR 1 from August 1 <sup>st</sup> , 2025 to July 31 <sup>st</sup> , 2026		
Description	Estimated number of queries***	Firm Unit Price
*Initial Query	9000	\$ _____
**Secondary Query	500	\$ _____



<b>TOTAL:</b>	
---------------	--

**2.2 - OPTION YEAR 2 from August 1<sup>st</sup>, 2026 to July 31<sup>st</sup>, 2027**

Description	Estimated number of queries***	Firm Unit Price
*Initial Query	9000	\$ _____
**Secondary Query	500	\$ _____
<b>TOTAL:</b>		

**2.3 – OPTION YEAR 3 from August 1<sup>st</sup>, 2027 to July 31<sup>st</sup>, 2028**

Description	Estimated number of queries***	Firm Unit Price
*Initial Query	9000	\$ _____
**Secondary Query	500	\$ _____
<b>TOTAL:</b>		

**Total Bid Price:**

**Contract Period + Option year 1 + Option year 2 + Option year 3 = \$ \_\_\_\_\_**

**3.0 Applicable Taxes**

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

**4.0 Electronic Payment of Invoices - Bid**

Canada requests that Bidders complete option 1 or 2 below:

4.1  Electronic Payment Instruments will be accepted for payment of invoices.

The following Electronic Payment Instrument(s) are accepted:

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

4.2  Electronic Payment Instruments will not be accepted for payment of invoices.





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

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



Correctional Service  
Canada

Service correctionnel  
Canada



## Annex D - Evaluation Criteria

### 1.0 Technical Evaluation:

#### 1.1 The following elements of the proposal will be evaluated and scored in accordance with the following evaluation criteria.

- Mandatory Technical Criteria

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

1.2 LISTING EXPERIENCE WITHOUT PROVIDING ANY SUBSTANTIATING DATA TO SUPPORT WHERE, WHEN AND HOW SUCH EXPERIENCE WAS OBTAINED WILL RESULT IN THE STATED EXPERIENCE NOT BEING CONSIDERED FOR EVALUATION PURPOSES.

1.3 All experience must be strictly work-related. Time spent during education and/or training will not be considered, unless otherwise indicated.

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

1.5 References must be provided for each project/employment experience.

I. Where the stated experience was acquired within a Canadian Federal Government Department or Agency **as a Public Servant**, the reference must be a Public Servant who had a supervisory role over the proposed resource during the stated employment.

II. Where the stated experience was acquired within a Canadian Federal Government Department or Agency **as a consultant**, the reference must be the Public Servant who was identified as the Project Authority of the project on which the proposed resource acquired the experience.

III. References must be presented in this format:

- a. Name;
- b. Organization;
- c. Current Phone Number; and
- d. Email address if available

### 1.6 Response Format

I. In order to facilitate evaluation of proposals, it is recommended that bidders' proposals address the mandatory criteria in the order in which they appear in the Evaluation Criteria and using the numbering outlined.

II. Bidders are also advised that the month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

III. For any requirements that specify a particular time period (e.g., 2 years) of work experience, CSC will disregard any information about experience if the technical bid does not include the required month and year for the start date and end date of the experience claimed.

IV. CSC will also only evaluate the duration that the resource actually worked on a project or projects (from 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	<p>Within the last five (5) years, the Bidder must have completed a minimum of three (3) contracts with a government department* in the provision of credit checks in which a minimum of 5000 consumer credit reports were delivered within each contract (while acting in accordance with Provincial and Federal legislation, such as Personal Information Protection and Electronic Documents Act).</p> <p>*Government department is defined as any Canadian provincial or federal department/agency.</p> <p><b>Bidders must provide</b> the following details about each project submitted:</p> <ol style="list-style-type: none"> <li>1. Name of the Department and contact information for each work experience;</li> <li>2. Start and end dates of the work experience;</li> <li>3. Specific details as to how the work was performed for each contract, including deliverables;</li> <li>4. A reference (including name, organization, telephone number and email address) who can attest the work experience.</li> </ol>		
M2	<p>The Bidder must provide a sample consumer credit report to demonstrate compliance with the requirement.</p> <p>The Bidder's consumer credit report must include the following:</p> <ol style="list-style-type: none"> <li>1. date of report;</li> <li>2. individual's name and any known aliases;</li> <li>3. individual's date of birth;</li> <li>4. date of last inquiry on file;</li> <li>5. individual's current address and telephone number;</li> <li>6. previous addresses on file, reported employment;</li> <li>7. file summary (includes: total number of legal items &amp; bankruptcies &amp; collections &amp; collections inquiries, all with date of most current, total available credit to consumer, running credit balance, total post due, total payments, number of accounts, number of accounts with negative rating, number of accounts paid, breakdown of running balances by Instalment, Revolving, Open and Mortgage, date of oldest account and newest account opened, total number of Registered Items);</li> <li>8. special messages - i.e. fraud alert, ID mismatch alert;</li> <li>9. banking information: ID number, name and phone number of institution, date of information, date of account opening, narrative;</li> <li>10. trades and mortgages: ID number, name and phone number of institution, date of information, date of account opening, date of last activity, payment pattern, credit limit/high credit, balance owing, amount past due</li> </ol>		



#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met
	<p>at time of report, terms of payment including amount and frequency, narrative;</p> <ol style="list-style-type: none"><li>11. bankruptcy information/consumer proposal: date of information, date of bankruptcy(ies), trustee, assets, liabilities, discharges with date;</li><li>12. legal items: date of information, date of court action, court information, plaintiff's name, amount, balance, comments;</li><li>13. collections information: date of information, date of collections action, collection agency information, amount, balance, comments;</li><li>14. inquiries: date, agency;</li><li>15. comments on file.</li></ol>		