#### RETURN BIDS TO: RETOURNER LES SOUMISSIONS A :

Bid Receiving/Réception des sousmissions Procurement & Contracting Services Bid Receiving Unit 5th Floor, 10065 Jasper Avenue NW Edmonton, AB T5J 3B1

## INVITATION TO TENDER

## DEMANDE DE PROPOSITION

Proposal to: Royal Canadian Mounted Police

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

Proposition aux : Gendarmerie royale du Canada

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

Comments: - Commentaries :

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE

		chologist Services sion in Regina, SK		<b>Date</b> 2014-09-10
Solicitatio M5000-5-1		Nº de l'invitation		
Client Ref	erence	No No. De Référe	ence du	Client
Solicitatio	n Close	s – L'invitation pro	end fin	
At /à :	14 :00			MDT (Mountain Daylight Tim
On / le :	Octobe	er 7,, 2014		
<b>F.O.B. – F</b> Destination		<b>GST – TPS</b> See herein — Voi présentes	r aux	<b>Duty – Droits</b> See herein — Voir aux présentes
Address I	— Voir		ioor	
Sylvia Hick Sylvia.hick		nior Contracting Off	icer	
	e No. – I	No. de téléphone	Facsim	ile No. – No. de télécopie
Delivery R	exigée	I – aux présentes		y Offered – on proposée
Livraison See herein			•	
See herein Vendor/Fi		e, Address and Re entant du fourniss		ative – Raison sociale, entrepreneur:

Signature

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#### PART 1 - GENERAL INFORMATION

#### 1. Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Insurance Requirements,

There is a Federal Contractors Program (FCP) for employment equity requirement associated with this procurement; see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the annex named <u>Federal</u> <u>Contractors Program for Employment Equity - Certification</u>.

#### 2. Summary

The Royal Canadian Mounted Police, F Division, Regina, SK, has a requirement for the services on one (1) qualified PhD Psychologist registered to practice in the province of Saskatchewan or registration number from another province or territory (provided the resource is eligible for licensing in the Province of Saskatchewan). The contract issued as a result of this Invitation to Tender will be for a two (2) year period with three (3) additional one year option periods.

"There is a security requirement associated with this requirement. For additional information, consult Part 6 -Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. Bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (http://www.tpsgcpwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31) document on the <u>Departmental Standard Procurement Documents</u> Web site."

For services requirements, Bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.

This requirement is exempt under the following Trade Agreements:

World Trade Organization Agreement on Government Procurement (WTO-AGP), Annex 4, Notes to Annex 4, 4.6; North America Free Trade Agreement (NAFTA), Annex 1001.16-2, Section B Excluded Coverage, Section G; Agreement on Internal Trade (AIT), Annex 502.1B, Para 1(f).



## 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 <u>Standard Acquisition Clauses and Conditions Manual</u>(https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

Revision to Departmental Name: As this solicitation is issued by Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

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 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Section 01 – Code of Conduct and Certification – Bid of 2003 referenced above is amended as follows:

Delete subsection 1.4 and 1.5 in their entirety.

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

Delete: sixty (60) days Insert: one hundred eighty (180) days

#### 2. Submission of Bids

Bids must be submitted only to RCMP Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to RCMP will not be accepted.

#### 3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar 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 questions or may request that the



Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

## 4. Applicable Laws

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

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.

## 5. Improvement of Requirement during Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least fifteen (15) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

#### 6. Non-disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex F, and provide it to the Contracting Authority before they are given access to information by or on behalf of Canada in connection with the Work.

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

#### 1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

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

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

- Section III: Certifications (three (3) hard copies)
- Section IV: Additional Information (three (3) hard copies)

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

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

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



In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process <u>Policy on Green Procurement</u> (http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainablymanaged forest and containing minimum 30% recycled content; and
- 2) 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 Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

#### Section II: Financial Bid

**1.1** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately, if applicable.

#### 1.2 Exchange Rate Fluctuation

C3011T (2010-01-11), Exchange Rate Fluctuation

#### Section III: Certifications

Bidders must submit the certifications 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 Canada will evaluate the bids.

#### 1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Annex 'C'.

#### 1.2 Financial Evaluation

#### **1.2.1 Mandatory Financial Criteria** are included in Annex 'B'.

SACC Manual Clause A0220T (2013-04-25), Evaluation of Price

#### 2. Basis of Selection

- 1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
    - c. obtain the required minimum of 33 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 55 points.

- 2. Bids not meeting "(a) or (b) or (c)" will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % for the technical merit and 40% for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60 %.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.
- 8. In the event 2 bidders receive identical scores as a result of the evaluation, the contract will be awarded to the bidder with the highest technical score.



The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).

## Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

		Bidder 1	Bidder 2	Bidder 3
Overall Techni	ical Score	115/135	89/135	92/135
		113/133	03/100	92/100
Bid Evaluated	Price	\$55,000.00	\$50,000.00	\$45,000.00
	Technical Merit Score	115/135 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89
Calculations	Pricing Score	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00
Combined Rat	ing	83.84	75.56	80.89
Overall Rating		1st	3rd	2nd



## PART 5 - CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. 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 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 Bidder's certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.

#### 1. Mandatory Certifications Required Precedent to Contract Award

#### 1.1 Code of Conduct and Certifications - Related documentation

**1.1.1** By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in the Standard Instructions identified in this solicitation. The related documentation therein required will assist Canada in confirming that the certifications are true.

#### **1.2** Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "<u>FCP</u> <u>Limited Eligibility to Bid</u>" list (http://www.labour.gc.ca/eng/standards\_equity/eq/emp/fcp/list/inelig.shtml) available from <u>Human Resources and Skills Development Canada (HRSDC) - Labour's</u> 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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed Annex X *(insert letter)* – Federal Contractors Program for Employment Equity – Certification before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

### 2. Additional Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.



#### 2.1 Former Public Servant Certification

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, 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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces</u> <u>Superannuation Act</u>, R.S., 1985, c.C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c.D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c.R-10, and the <u>Royal Canadian Mounted</u> <u>Police Superannuation Act</u>, R.S., 1985, c.R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S., 1985, c.M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c.C-8.

#### Former Public Servant in Receipt of a Pension

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

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

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

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



#### Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

#### 2.2 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting 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 Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder 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 Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

#### 2.3 Education and Experience

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



#### PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

#### 1. Security Requirement

- 1. Before award of a contract, the following conditions must be met:
  - a) the Bidder must hold a valid organization security clearance as indicated in Part 7 Resulting Contract Clauses;
  - b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7- Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- 2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- 3. For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations Instructions for Bidders" (http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31) document on the <u>Departmental Standard Procurement Documents</u> Web site.

#### 5. Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex E.

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



## PART 7 - RESULTING CONTRACT CLAUSES

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

#### 1. Statement of Work

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

#### 2. Standard Clauses and Conditions

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

Revision to Departmental Name: As this contract is issued by Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

### 2.1 General Conditions

2035 (2013-06-27), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

Section 41 Code of Conduct and Certifications – Contract of 2035 referenced above is amended as follows:

Delete subsection 41.4 in its entirety.

#### 3. Security Requirement

**3.1** The following security requirement (SRCL and related clauses) applies and form part of the Contract.

Before award of a contract, the following conditions must be met:

- (a) the Bidder must hold an RCMP "**Top Secret**" clearance as indicated in Part 6 Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 6 -Resulting Contract Clauses;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites. Fingerprinting may be required. This information must be provided within three business days of request.



## 4. Term of Contract

#### 4.1 Period of the Contract

The period of the Contract is from contract award for a 24 month period.

### 4.2 Option to Extend the Contract

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

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 (thirty) calendar days 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:Sylvia HicksTitle:Senior Contracting OfficerOrganization:Royal Canadian Mounted PoliceAddress:11140 – 109 StreetEdmonton, AB T5G 2T4Telephone:Telephone:780-670-8634E-mail address:sylvia.hicks@rcmp-grc.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 Technical Authority

Will be provided at contract award.

The Technical Authority named above 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 Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

#### 5.3 Contractor's Representative



#### 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</u> <u>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</u> <u>Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

#### 7. Payment

#### 7.1 Basis of Payment

The Contractor will be paid firm hourly rates as follows, for work performed in accordance with the Contract. Customs duties are excluded and Applicable Taxes are extra.

#### A. Initial Period – Date of Contract Award to January 31, 2017

Psychologist	Estimated Level of Effort (hours)	Firm Hourly Rate – Initial Period	Total Cost
Psychologist Services	2080	\$	\$

#### Travel and Living Expenses

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

All travel must have the prior authorization of the Technical Authority. All payments are subject to government audit.

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

During the extended period of the Contract, the Contractor will be paid the following firm hourly rates to perform all the Work in relation to the contract extension.

#### B. Option Period 1 – February 1, 2017 – January 31, 2018

Psychologist	Estimated Level of Effort (hours)	Firm Hourly Rate – Option Period 1	Total Cost
Psychologist Services	1040	\$	\$

#### C. Option Period 2 – February 1, 2018 – January 31, 2019

Psychologist	Estimated Level of Effort (hours)	Firm Hourly Rate – Option Period 2	Total Cost
Psychologist Services	1040	\$	\$



#### D. Option Period 3 – February 1, 2019 – January 31, 2020

Psychologist	Estimated Level of Effort (hours)	Firm Hourly Rate – Option Period 2	Total Cost
Psychologist Services	1040	\$	\$

#### 7.2 Limitation of Expenditure

- 1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. 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.
- 7.3 SACC Manual clause H1008C (2008-05-12) Monthly Payment

#### 7.4 SACC Manual Clauses

A9117C T1204-Direct Request by Customer Department (2007-11-30)

## 7.5 Time Verification

C0711C Time Verification (2008-05-12)



#### 8. Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- 2. Invoices must be distributed as follows:

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

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

#### 9. Certifications

#### 9.1 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

Proactive Disclosure of Contracts with Former Public Servants A3025 (2013-03-21)

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service</u> <u>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</u> <u>Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

Option to Extend the Contract A9009 (2008-12-12)

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

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days 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.

Period of the Contract A9022C (2007-05-25)

The period of the Contract is from \_\_\_\_\_ to \_\_\_\_\_ inclusive.



A3015C (2008-12-12) Certifications

A7017C (2008-05-12) Replacement of Specific Individuals

A9068C (2010-01-11) Government Site Regulations

A9117C (2007-11-30) t1204 – Direct Request by Customer Department

## 9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and HRSDC-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by HRSDC will constitute the Contractor in default as per the terms of the Contract.

## 9.3 SACC Manual Clauses

## A 3025T (2014-06-26) Former Public Servant – Competitive Bid

## 10. Applicable Laws

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

#### 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 Articles of Agreement;
- b) the supplemental general conditions 4008 (2008-12-12) Personal Information;
- c) the general conditions 2035 (2014-03-01) General Conditions Higher Complexity Services;
- d) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;
- f) Annex D, Federal Contractors Program for Employment Equity Certification;
- g) Annex E, Insurance Requirements;
- h) Annex F, Non-disclosure Agreement
- i) the Contractor's bid dated \_\_\_\_\_, as clarified on \_\_\_\_\_" or ",as amended on \_\_\_\_\_".



#### 12. Procurement Ombudsman

#### 12.1 Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term or condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at <u>boa.opo@boa.opo.gc.ca</u>.

#### 12.2 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by [*the supplier <u>or</u> the contractor <u>or</u> the name of the entity awarded this contract*] respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at <u>boa.opo@boa.opo.gc.ca</u>.

#### 13. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex E. 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. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.



## ANNEX A

## STATEMENT OF WORK

### Requirement

The RCMP, F Division, Regina, SK, requires the services of one (1) qualified PhD Psychologist to provide Psychological Fitness Assessments, Consultation and related Clinical Psychology Support Services in the context of policing operations.

## **Background Information**

The Royal Canadian Mounted Police (RCMP) F Division Health Services, Regina, SK, uses the services of a Psychologist to provide specialized clinical psychological assessments to address fitness for duty, disability management and performance related issues for regular and civilian members; conduct psychological debriefings within specialized sections/deployments; conduct psychological screening assessments for applicants to the RCMP; coordinate the Critical Incident Stress Management program and provide/oversee crisis intervention for members and their families; coordinate and deliver preventative health programs in collaboration with the F Division Health Services team.

#### Objectives

The RCMP is seeking the services of one qualified PhD Psychologist who possesses a degree with specialization in clinical counselling psychology from a recognized university; is licensed as a psychologist in the Province of Saskatchewan; or registered within another province or territory with eligibility for license in the Province of Saskatchewan; is in good standing with the Provincial College of Psychologists; is an experienced practitioner with more than five (5) years of experience; and qualifies for an RCMP Top Secret security clearance.

## Scope of Work

The Contractor will:

#### General

- Provide psychological services to the Occupational Health Office in Regina, between seven and one half (7.5) and forty (40) hours per week, during the hours of 8:00 am to 18:00 pm at "F" Division Headquarters, Regina, Saskatchewan.
- Occasionally travel within the province of Saskatchewan to provide crisis intervention through the Critical Incident Stress Management Program (CISM). Where travel is required outside the Regina area, travel rates will be reimbursed (net 30 days) upon submission of original itemized receipts.
- Provide professional consultation and advice to RCMP Management, Divisional Health Services Office (HSO), members and the organization about mental health crises and the delivery of psychological services within the Division.
- Provide ongoing consultation on psychological matters to the organization.
- Provide expert testimony at discipline or Federal Court matters, as well as consultation with the Appropriate Officer and Commanding Officer, as requested.
- Complete all tasks and reports in accordance with the established RCMP occupational health policies, guidelines and procedures.



#### Critical Incident Management

- Provide consultation within the CISM program services including individual and group debriefings when required.
- Attend sites when requested in order to conduct immediate fitness for duty assessments.
- Participate in the delivery of psychological services with Health Services, Employee and Management Relations Officer, Staffing and Management.
- Ensure quality assurance of services offered including long term follow-up with members.
- Make referrals to various health care professionals where required.

#### Cadet Screening

- If deemed necessary by the Regional Psychologist, schedule and complete a follow-up interview with applicants in order to arrive at a definitive recommendation.
- Complete and provide the HSO with a definitive written recommendation of physiological suitability for all cadet applicants who complete the required RCMP Nationally approved physiological screening tests.
- Respond to applicant, Access to Information Program (ATIP) and Human Rights Commission requests for information about deferral/rejections decisions.
- Consult with divisional HSO and Recruiting Units as required in order to resolve specific cases or to address required changes to the cadet screening process.

#### **Specialized Psychological Assessments**

- Conduct mandatory psychological assessments and debriefings with members being posted to specialized Units (e.g. Communication Services (CS), Emergency Response Team (ERT), Underwater Recovery Team (URT), Forensic Science and Identification Services (FS & IS), Isolated Posts. These assessments are for the purpose of screening in/out of section and monitoring the mental health and fitness for specialized duty of members.
- Conduct / coordinate group debriefings as needed and requested (e.g. Major Crimes Unit (MCU), Special "I", etc.)
- Provide the HSO with a written recommendation of the physiological suitability of each applicant employee.

#### **Occupational Health**

- Provide specialized clinical psychological assessments and diagnostic consultations for Members and Civilian Members upon referral.
- Respond to requests for services and screen referrals to determine need for assessment and/or intervention, considering referral to and liaison with other physicians/psychologists where appropriate.
- Assess and determine steps to be taken when a member is a danger to him/herself or others, coordinating with Divisional HSO and other professionals on such matters in order to develop a clinical psychological treatment plan.
- Participate in multi-disciplinary team consultations with the Divisional HSO, Occupational Health Nurse, Divisional Integrated Services Committee and external specialists to determine fitness for duty, return to work and long term disability planning for members with psychological conditions.
- Conduct fitness for duty assessments at the request of the Divisional HSO.
- Conduct assessments and consultation for performance enhancement situations.
- Review and comment on analysis and decisions made by other health professionals (e.g. Neuropsychologist).



## Deliverables

1. General

When requested, provide periodic presentations at meetings and/or training of the organization, conduct telephone consultations.

2. Critical Incident Management

Perform telephone consultations; attend meetings, complete individual clinical interviews, group intervention, and related documentation through clinical progress notes. Complete on-going phone consultations and accompanying documentation required by health care providers and Employee Assistance Program (EAP – peer support persons).

3. Cadet Screening

Provide written psychological reports in an RCMP prescribed format that integrate test interpretation, clinical interview and collateral information; offer a recommendation for acceptance or deferral that is defendable based upon the data. As appropriate, provide a verbal/written response regarding decisions to the HSO and Recruiting Unit through meetings, teleconferences and phone consultation.

4. Specialized Psychological Assessments

Provide written psychological reports in an RCMP prescribed format that integrate psychological test data, file reviews, clinical interview; and provide an opinion regarding Fitness for Duty (general and specialized).

5. Occupational Health

Produce psychological reports which include diagnosis and Fitness for Duty assessment in a format prescribed by the RCMP. Through documentation, meetings and verbal contact, assist in developing a Return to Work strategy that integrates the well-being of the member, the policies and operational needs of the organization, and risk management.

Participate in the return to work process by assessing the health care provider's recommendations, assist in the identification of restrictions and limitations based on Fitness for Duty assessments and collaborate with the Return to Work Coordinator to identify meaningful duties for members in the RTW process.

## Departmental (RCMP) Support

The Department will provide the following to the Psychologist:

- 1. Shared work space within Occupational Health Services Unit, "F" Division, Regina, SK
- 2. RCMP personnel's medical files
- 3. RCMP Health Directives
- 4. Various RCMP data bases



## ANNEX B

## **BASIS OF PAYMENT**

## ANNEX B

### **BASIS OF PAYMENT**

# Annex "B" <u>MUST</u> be completed in its entirety, including the option years and rate per hour pricing, or the tender/bid will be <u>considered non-responsive and will not be evaluated</u>.

Name of Contractor or Firm:	
Address:	
Business # or SIN #:	
Contact:	
Phone number:	Fax number
Email;	
Former Public Servant: YES	NO

### Financial Bid:

The financial bid shall be a firm all-inclusive price, GST/HST extra, if applicable.

#### A. Initial Period – Date of Contract Award to January 31, 2017

Psychologist	Estimated Level of Effort (hours)	Firm Hourly Rate – Initial Period	Total Cost
Psychologist Services	2080	\$	\$

## B. Option Period 1 – February 1, 2017 – January 31, 2018

Psychologist	Estimated Level of Effort (hours)	Firm Hourly Rate – Option Period 1	Total Cost
Psychologist Services	1040	\$	\$



#### Psychologist Estimated Level of Firm Hourly Rate -Total Cost Effort (hours) **Option Period 2 Psychologist Services** 1040 \$ \$

## C. Option Period 2 – February 1, 2018 – January 31, 2019

## D. Option Period 3 – February 1, 2019 – January 31, 2020

Psychologist	Estimated Level of Effort (hours)	Firm Hourly Rate – Option Period 2	Total Cost
Psychologist Services	1040	\$	\$

Estimated number of hours available to provide service per week: Definition of a Day:

A work day Is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for hours actually worked, with no provision for overtime, annual leave, statutory holidays and sick leave.

## **GST/HST**

All prices and amounts of money in the Contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), unless otherwise indicated. If the GST is applicable, it is extra to the price and must be shown as a separate line item herein and will be paid by Canada.



## ANNEX C

## TECHNICAL EVALUATION CRITERIA

#### MANDATORY EVALUATION CRITERIA

At bid closing time, the Bidder **MUST** comply with the following Mandatory Requirements and provide the necessary documentation to support compliance.

Any proposal which fails to meet the following Mandatory Requirements will be deemed non-responsive and **will not be given further consideration**. Each requirement should be addressed separately.

MANDATORY REQUIREMENTS TECHNICAL PROPOSAL	Meets	Does Not Meet
M1 Identification of Resource: Bidders MUST include within their Proposal a detailed curriculum vitae (CV) for the proposed Clinical Psychologist named in their Proposal. The information provided within the CV MUST be sufficient to clearly demonstrate that the proposed individual is fully qualified and capable of fulfilling the requirements of the Statement of Work.		
M2 Registration number with the College of Psychologists of Saskatchewan or registration number from another province or territory (provided the resource is eligible for licensing in the Province of Saskatchewan) MUST be provided within the Bidder's Proposal. The RCMP reserves the right to contact the College of Psychologists for the purpose of verifying the Psychologist is able to practice without any restrictions in the area of Clinical Psychology with adults. The RCMP reserves the right to contact the College of Psychologists of Saskatchewan for the purpose of verifying that the Psychologist or Psychological Associate is able to practice without any restrictions in the area of Clinical Psychology with adults.		
<b>M3</b> Proposed resource, as a licensed psychologist, <b>MUST</b> have at least two (2) years within the last five (5) years of applied experience practicing clinical psychology in a clinical and/or organizational setting for adult populations. Specifically, as demonstrated by curriculum vitae, consistent with RCMP's requirements as described in the Statement of Work: This shall include at least two (2) years within the last five (5) years, experience in psychological assessments for adults, including administration and interpretation of the Minnesota Multi phasic Personality Inventory-2 (MMPI-2), interviewing and provision of interpretive reports.		



<ul> <li>M4 References:</li> <li>For the named Clinical Psychologist the Bidder MUST provide three (3) employment or client organization references with firsthand experience of the individual's work. At a minimum, the Bidder MUST include each reference's: <ul> <li>name;</li> <li>professional title;</li> <li>current contact information; and (phone number and/or email)</li> <li>description of tasks/duties/responsibilities.</li> <li>(including length of time for which the psychological services were provided.)</li> </ul> </li> </ul>	
The RCMP reserves the right to contact the named employment / client references for the purpose of verifying the accuracy of the information provided in the Bidder's Proposal. Should the RCMP choose to contact the employment / client references and should one (1) or more named employment / client references provide a negative reference regarding the accuracy of the Bidder's proposal, the Proposal will be deemed non-compliant and given no further consideration.	



#### POINT RATED EVALUATION CRITERIA

- 1. Each Technical Proposal that meets all Mandatory Requirements specified above will be evaluated and scored in accordance with the following point-rated and experience evaluation criteria. Bidders must achieve an overall passing mark of sixty (60) percent (33 out of 55) on the required point rated criteria.
- 2. In addressing the point rated evaluation criteria, the Bidder must supplement the information supplied in the response to the mandatory requirements with details outlining the depth and extent of the relevant experience, qualifications and specialized expertise of the proposed resource. All claims with regard to the resources experience qualifications or expertise must be substantiated through the provision of detailed project descriptions of how and where the claimed experience, qualifications or expertise were gained. Unsubstantiated claims of experience, qualifications or expertise will not be considered by the evaluation team during the point rated and asset evaluation.
  - As a minimum the bidder must provide the following information:
  - Name of organization
  - Name, telephone number and title of client
  - Type of work performed
  - Duration of work and "From-To" dates by month and year
- 3. The Bidder must indicate the location in the proposed resource's resume of supporting information to substantiate relevant experience for each point rated and asset evaluation criteria.



## POINT RATED REQUIREMENTS TECHNICAL PROPOSAL

ltem No.	Point Rated Criteria - R Experience Criteria - A	Scoring Guidelines	Bidder's Score	Reference to Proposal Page #
R1	Demonstrated experience within the last 60 months in <b>conducting</b> <b>psychological fitness assessments</b> for adults in high risk occupations. (e.g., such as military, emergency first responders, or policing organizations.) A written summary must be provided which details the experience with specific reference to: 1) jobs, 2) duration and frequency of activities, 3) cross reference to resume and 4) how the experience meets the criteria.	MonthsPointsExperience60 mos +1048 mos836 mos624 mos4<24 mos		
R2	Demonstrated experience within the last 60 months in <b>working within</b> <b>multi-disciplinary teams of different</b> <b>health care professionals</b> (i.e. physician, nurse, social work, psychologist). A written summary must be provided which details the experience with specific reference to: 1) jobs, 2) duration and frequency of activities, 3) cross reference to resume and 4) how the experience meets the criteria.	MonthsPointsExperience60 mos +1048 mos36 mos624 mos24 mos24 mos24 mos2Total PointsAvailable: 10		



R3	Demonstrated experience within the last 60 months in <b>providing direct</b> <b>psychological and crisis</b> <b>interventions for adults</b> working in a high risk occupation (e.g. such as military, emergency first responders, policing organizations.) A written summary must be provided which details the experience with specific reference to: 1) jobs, 2) duration and frequency of activities, 3) cross reference to resume and 4) how the experience meets the criteria.	Months Experience 60 mos + 48 mos 36 mos 24 mos <24 mos <24 mos Total Points Available: 10	Points 10 8 6 4 2		
R4	Demonstrated experience within the last 60 months in providing <b>consultation to other</b> <b>psychologists/health care</b> <b>professionals regarding</b> <b>assessment or treatment of adults</b> <b>in high risk occupations</b> or working in high risk occupations or working in high risk occupations (e.g. such as military, emergency first responders, policing organizations). A written summary must be provided which details the experience with specific reference to: 1) jobs, 2) duration and frequency of activities, 3) cross reference to resume and 4) how the experience meets the criteria.	Months Experience 60 mos + 48 mos 36 mos 24 mos <24 mos <24 mos Total Points Available: 10	Points 10 8 6 4 2		
R5	Demonstrated experience within the last 60 months in <b>collaborating with</b> <b>third party providers and/or other</b> <b>occupational health services</b> for the assessment or treatment of adults. A written summary must be provided which details the experience with specific reference to: 1) jobs, 2) duration and frequency of activities, 3) cross reference to resume and 4) how the experience meets the criteria.	Months Experience 60 mos + 48 mos 36 mos 24 mos <24 mos <24 mos Total Points Available: 10	Points 10 8 6 4 2		



R6	The bidder must describe <b>completed</b> <b>certificates</b> , <b>courses</b> , <b>workshops</b> <b>and/or professional conferences in</b> <b>Subject Matter</b> Areas similar and relevant to the RCMP's requirements. Subject Matter Areas include: a) psychological fitness assessment for adults in high risk occupations such as military, paramilitary, policing b) police psychology c) occupational health d) stress inoculation and resiliency e) crisis intervention	Demonstrated within the last 60 months: Evidence of completed certificate/courses/ seminars in: Subject Matter Areas = 5 points Evidence of workshops or professional conferences in Subject Matter Areas = 2.5 points No evidence provided = 0 points	
Total		/55	

Total Score \_\_\_\_/55

Note: The minimum required pass mark is 33 out of 55 (60%)



## ANNEX D

## FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with such request by Canada will also render the bid non-responsive or will constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit <u>HRSDC-Labour's</u> website.

Date:\_\_\_\_\_(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- () A1. The Bidder certifies having no work force in Canada.
- () A2. The Bidder certifies being a public sector employer.
- () A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
  - () A5.1. The Bidder certifies already having a valid and current <u>Agreement to Implement Employment</u> <u>Equity</u> (AIEE) in place with HRSDC-Labour.
- OR
  - A5.2. The Bidder certifies having submitted the <u>Agreement to Implement Employment Equity</u> (<u>LAB1168</u>) to HRSDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.
- B. Check only one of the following:
- () B1. The Bidder is not a Joint Venture.

#### OR

() B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)



## ANNEX E

## INSURANCE REQUIREMENTS

- 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.
- 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 Royal Canadian Mounted Police.
  - 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 Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - 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.
  - m. Non-Owned Automobile Liability Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.



n. Litigation Rights: Pursuant to subsection 5(d) of the <u>Department of Justice Act</u>, 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

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.



## Annex F

#### Non-disclosure Agreement

I, \_\_\_\_\_\_, recognize that in the course of my work as an employee or subcontractor of \_\_\_\_\_\_, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. \_\_\_\_\_\_ between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and \_\_\_\_\_\_, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.:

Signature

Date