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## **PART 1 - GENERAL INFORMATION**

### **1. Security Requirement**

There is a security requirement associated with the requirement. For additional information, consult Part 4 - Evaluation Procedures and Basis of Selection and Part 6 - Resulting Contract Clauses.

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

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

#### **2.1 Multiple Contract(s) with Task Authorization(s)**

Correctional Service Canada (CSC) may establish up to five (5) contracts with Task Authorization(s) as a result of this bid solicitation.

One Contract per Stream may be awarded as follows:

##### **Stream 1:**

Treatment and management of patients with personality disorders, particularly those who engage in deliberate self injury;

##### **Stream 2:**

Interventions and strategies to work with patients who have neurobehavioral conditions including Foetal Alcohol Spectrum Disorder (FASD);

##### **Stream 3:**

Treatment of concurrent disorders – substance abuse and personality disorders;

##### **Stream 4:**

Trauma (e.g., Post-Traumatic Stress Disorder (PTSD), history of abuse) informed mental health treatment;

##### **Stream 5:**

Providing culturally informed mental health treatment to Aboriginal populations.

### **3. Revision of Departmental Name**

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

### **4. Debriefings**

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



## 5. Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at [boa-opo@boa-opo.gc.ca](mailto:boa-opo@boa-opo.gc.ca). You can also obtain more information on the OPO services available to you at their website at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).



## **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](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) Manual issued by Public Works and Government Services Canada.

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

The 2003 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

**Subsection 1.4 and 1.5 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, does not form part of and not apply to the bid solicitation. All other subsections of '01 Integrity Provisions – Bid', form part of and apply to the bid solicitation.**

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

Delete: sixty (60) days  
Insert: ninety days (90) days

### **2. Submission of Bids**

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

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

### **3. Communications – Solicitation Period**

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.

### **4. 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.



## PART 3 - BID PREPARATION INSTRUCTIONS

### 1. Bid Preparation Instructions

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

Section I: Technical Bid: **four (4) hard copies**  
Section II: Financial Bid: **one (1) hard copy**  
Section III: Certifications: **one (1) hard copy**

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

**Bidders are requested to submit their Financial Bid in an envelope separate from their technical proposal.**

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

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

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

- i. use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- ii. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

### 2. 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.

### 3. Section II: Financial Bid

Bidders must submit their financial bid in accordance with the pricing schedule detailed in **Annex B - Proposed Basis of Payment**. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.





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 required under **Part 5 - Certifications**.



## **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 E – Evaluation Criteria**. Proposals not meeting all mandatory criteria will be declared non-responsive and will be given no further consideration.

##### **1.1.2 Point Rated Technical Criteria**

Proposals will be evaluated to determine their score with regards to the point rated criteria outlined in **Annex E – Evaluation Criteria**.

#### **1.2 Financial Evaluation**

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

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**

#### **2.1 Basis of Selection - Highest Combined Rating of Technical Merit and Price**

- 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 30 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 60 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.

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. In the example below, the total available points equals 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
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	<b>Pricing Score</b>	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
<b>Combined Rating</b>		83.84	75.56	80.89
<b>Overall Rating</b>		1st	3rd	2nd

**3. Security Requirement**

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

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work 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.

3.2 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.



- 3.3 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)" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Website.

#### **4. Insurance Requirement**

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 article 11 of PART 6 – RESULTING CONTRACT CLAUSES.

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 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provided to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### 1. Certifications Required with the Bid

Bidders must submit the following duly completed certifications with their bid.

#### 1.1 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 ([http://www.labour.gc.ca/eng/standards\\_equality/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)) available from Human Resources and Skills Development Canada (HRSDC) - 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.

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 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.

#### 1.2 Former Public Servant Certification

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

#### Definitions

For the purposes of this clause,

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



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

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

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

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

As per the above definitions, is the Bidder a FPS in receipt of a pension as defined above?  
**YES** ( ) **NO** ( )

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

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

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

#### **Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force adjustment directive? **YES** ( ) **NO** ( ) .

If so, the Bidder must provide the following information:

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

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



### **1.3 Status and Availability of Resources**

SACC Manual clause A3005T (2010-08-16) Status and Availability of Resources

### **1.4 Education and Experience**

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

### **1.5 Language Requirements**

The bidder certifies that the proposed resource(s) is/are capable of providing verbal and written communication and able to conduct the work in both official languages (English and French).

### **1.6 Rate Certification**

The Bidder certifies that the rates proposed:

- a. are not in excess of the lowest rate charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the service;
- b. do not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of services of like quality and quantity, and
- c. do not include any provision for discounts to selling agents.

#### **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**

### **1. Security Requirement**

The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid **Designated Organization Screening (DOS)**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

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

The Contractor/Offeror **MUST NOT** remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.

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

The Contractor/Offeror must comply with the provisions of the:

- (a) Security Requirements Check List, attached at Annex C;
- (b) Industrial Security Manual (Latest Edition).

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

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

#### **2.1 Task Authorization**

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

##### **2.1.1 Task Authorization Process:**

1. The Project Authority will provide the Contractor with a description of the task using the Task Authorization form specified in Annex "F".
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, within two (2) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

##### **2.1.2 Task Authorization Limit**





The Project Authority may authorize individual task authorizations up to a limit of **\$10,000** Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

### 2.1.3 Minimum Work Guarantee - All of the Work - Task Authorizations

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means 5%.

2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

## 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](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) 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 (2014-09-25), General Conditions - Professional Services (Medium Complexity), apply to and form part of the Contract.

**Subsection 31.4 of 2010B, General Conditions – Professional Services (Medium Complexity), will not form part of the Contract. All other subsections of ‘2010B 31 Integrity Provisions – Contract’, will form part of the Contract.**

### 3.2 Supplemental General Conditions

4008 (2008-12-12) Personal Information, apply to and form part of the Contract.



### 3.3 Replacement of Specific Individuals

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

## 4. Term of Contract

### 4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31st, 2016 inclusive.

### 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 two (2) 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 – Annex “B”**.

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.

## 5. Authorities

### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Estelle Carrière  
Title: Senior Procurement Officer  
Correctional Service Canada  
Branch/Directorate: Contracting and Materiel Services  
Telephone: 613-992-7988  
Facsimile: 613-992-1217  
E-mail address: estelle.carriere@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: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

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: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

**6. Payment**

**6.1.1 Basis of Payment Firm Unit Price(s) - Task Authorizations**

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm unit price(s) in accordance with the **Basis of Payment - Annex B**, as specified in the authorized TA. Customs duties are included 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

**6.1.2 Limitation of Expenditure - Task Authorizations**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in



accordance with the **Basis of Payment -Annex B**, to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

### **6.1.3 Limitation of Expenditure - Cumulative Total of all Task Authorizations**

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ \_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. 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 sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. 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.

### **6.2 Method of Payment**

#### **a) Monthly payment**

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

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

### **6.3 Travel and Living Expenses**

For Work to be performed at a **work location** within the National Zone



- a. Canada will not accept any travel and living expenses incurred by the Contractor in the performance of the Work, for:
  - i. services provided within 100 km of the Contractor's facilities.
- b. For Services provided outside 100 km of the Contractor's facilities, the Contractor will be paid its authorized travel and living expenses, reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the [Treasury Board Travel Directive](#) and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".
- c. Canada will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation required to satisfy the terms of the Contract.
- d. All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.

Estimated Cost: \$5,000 per Stream.

## 6.4 SACC Manual Clauses

SACC Manual clause A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)  
SACC Manual clause A9117C (2007-11-30), T1204 - Direct Request by Customer Department  
SACC Manual clause C0705C (2010-01-11), Discretionary Audit

## 7. Invoicing Instructions

The Contractor must submit invoices on a monthly basis.

All invoices must include the following as a minimum:

- o Name of Contractor
- o Contract Number
- o Name of Psychiatrist / Psychologist
- o Date(s) of Services
- o Detailed breakdown of services
- o Date of Invoice
- o Total billable hours
- o Total fees

## 8. Certifications

### 8.1 Certification of Compliance

Compliance with the certifications 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 or 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.

### 8.2 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. Applicable Laws

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

## 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 Supplemental General Conditions 4008 (2008-12-12) Personal Information;
- (c) the General Conditions 2010B (2014-09-25) General Conditions - Professional Services (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List; (if applicable);
- (g) Annex D, Insurance - Specific Requirements;
- (h) the signed Task Authorizations (including all of their annexes, if any);
- (h) the Contractor's bid dated \_\_\_\_\_ (to be inserted at contract award).

## 11. Insurance Requirements

- 11.1 The Contractor must comply with the insurance requirements specified in Annex D - Insurance Requirements. 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.
- 11.2 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.
- 11.3 The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## 12. Ownership Control

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

- (a) The Contractor warrants that it is not under ownership control of any non-resident entity (ie. Individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other).
- (b) The Contractor shall advise the Minister of any change in ownership control for the duration of the contract.



- (c) The Contractor acknowledges that the Minister has relied on this warranty in entering into this Contract and that, in the event of breach of such warranty, or in the event that the Contractor's ownership control becomes under a non-resident entity, the Minister shall have the right to treat this Contract as being in default and terminate the contract accordingly.
- (d) For the purposes of this clause, a non-resident entity is any individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other residing outside of Canada.

### **13. Closure of Government Facilities**

- 13.1 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.
- 13.2 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.

### **14. Tuberculosis Testing**

- 14.1 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.
- 14.2 Failure to provide proof of and results of a tuberculin test may result in the termination of the contract.
- 14.3 All costs related to such testing will be at the sole expense of the Contractor.

### **15. Compliance with CSC Policies**

- 15.1 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.
- 15.2 Unless otherwise provided in the contract, the Contractor shall obtain all permits and hold all certificates and licenses required for the performance of the Work.
- 15.3 Details on existing CSC policies can be found at: [www.csc-scc.gc.ca](http://www.csc-scc.gc.ca) or any other CSC web page designated for such purpose.

### **16. Health and Labour Conditions**

- 16.1 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.





- 16.2 The Contractor shall comply with all laws concerning health and labour conditions applicable to the performance of the Work or part thereof and shall also require compliance of same by all its subcontractors when applicable.
- 16.3 The Contractor upon any request for information or inspection dealing with the Work by an authorized representative of a Public Entity shall forthwith notify the Project Authority or Her Majesty.
- 16.4 Evidence of compliance with laws applicable to the performance of the Work or part thereof by either the Contractor or its subcontractor shall be furnished by the Contractor to the Project Authority or Her Majesty at such time as the Project Authority or Her Majesty may reasonably request."

## **17. Dispute Resolution Services**

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties for both the process and to bear the cost of such process, assist in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or applicable of a term and condition of this contract. The Office of Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa-opo@boa-opo.gc.ca](mailto:boa-opo@boa-opo.gc.ca).

## **18. 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 Contractor respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and the application of the terms and conditions and the scope of work of this contract are not in dispute. The Office of Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa-opo@boa-opo.gc.ca](mailto:boa-opo@boa-opo.gc.ca).

## **19. 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:

- 19.1 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;
- 19.2 During attendance at any meeting, the Contractor or Contractor Representatives must identify themselves as such to all meeting participants;
- 19.3 If the Contractor or a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as the Contractor or an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under the e-mail account Properties. This identification protocol must also be used in all other correspondence, communication, and documentation; and
- 19.4 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.

**20. Proactive Disclosure of Contracts with Former Public Servants** (If applicable)

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.

**21. Specific Person(s)**

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: \_\_\_\_\_.

## **ANNEX A STATEMENT OF WORK**

### **1. Background**

Correctional Service Canada (CSC) provides health care and services to offenders with complex mental health needs. CSC has implemented the following regional and national initiatives to enhance the treatment of complex cases:

1. Interdisciplinary oversight committees:
  - a. Regional Complex Mental Health Committees: function as management committees, meeting monthly to review complex cases and incidents of self-injury and consulting/engaging institutions to offer support and advice, as required
  - b. National Complex Mental Health Committee: a mechanism to assist and support regions in the management of offenders who pose significant treatment and management challenges to sites.
2. Complex case consultation process: Clinical case consultations (in collaboration with institutional mental health teams) are conducted by CSC's Senior Psychiatrist for offenders identified as having significant impairment as a result of complex mental health needs, despite receiving the usual health and institutional services. Consultation reports are shared with the Regional Complex Mental Health Committee as well as the interdisciplinary team at the site level.

### **2. Complex mental health definition:**

For the purpose of this service, "complex mental health needs" considers both the breadth of needs and depth (level of impairment). It is intended to address the greater impairment that results from the interlocking of multiple needs. An offender with complex needs may suffer from a major mental illness, personality disorder, cognitive deficits, substance abuse and physical illness. Simultaneously, they may also have challenging behaviours including aggression, self harm and violence. Finally, they may also be vulnerable to social isolation and victimization in a prison setting.

### **3. Objective**

CSC requires an external roster of experts in the areas of personality disorders, non-suicidal self injury, concurrent disorders, neurobehavioral conditions, culturally based mental health treatment, and for the assessment and treatment of trauma.

A roster of up to five (5) Contractors (psychologist(s) and / or psychiatrist(s)) will perform the required services on an "as and when required basis" to support CSC's complex mental health needs initiatives.

The Contractor must provide expert opinions and recommendations to CSC in two areas:

1. On treatment and management of individual offenders identified as having complex mental health needs. Peer review of the case consultations will ensure that: a) all options are explored for offenders with complex needs and offenders are provided services in keeping with their individual needs; and b) services provided to offenders with complex needs are in keeping with professional standards and current best practices.
2. On general principles and strategies for treatment and management of individual complex mental health cases and organizational processes intended to support treatment and management of complex mental health cases.

#### **4. Scope**

The Contractor must provide expert opinions and recommendations on selected complex cases as per the resulting task authorization. The particular requirements will vary according to the identified offenders. Opinions and recommendations must be based on current research and understanding of current trends and best practices in assessment and treatment.

The Contractor must provide specialized expertise in the following streams areas:

**Stream 1:**

Treatment and management of patients with personality disorders, particularly those who engage in deliberate self injury;

**Stream 2:**

Interventions and strategies to work with patients who have neurobehavioral conditions including Foetal Alcohol Spectrum Disorder (FASD);

**Stream 3:**

Treatment of concurrent disorders – substance abuse and personality disorders;

**Stream 4:**

Trauma (e.g., Post-Traumatic Stress Disorder (PTSD), history of abuse) informed mental health treatment;

**Stream 5:**

Providing culturally informed mental health treatment to Aboriginal populations.

The Contractor may also be required to provide advice on the practices and processes related to the management of complex mental health cases within CSC. Specifically, the contractor must participate on an as needed basis in the regional and national committee meetings to provide advice on:

- General principles and strategies for treatment and management of complex mental health cases.
- Organizational processes intended to support treatment and management of complex mental health cases.

#### **5. Performance standards:**

The Contractor must take into consideration special needs of women and Aboriginal People when relevant.

The Contractor must provide services in accordance with the ethical and professional practice standards of the applicable provincial registering/licensing body.

The Contractor must provide all services in compliance with federal and provincial legislation and standards, practice standards and CSC Policy/Guidelines, including the CSC Mental Health guidelines.

The Contractor is expected to consult with the Project Authority to ensure that all practices are consistent with the relevant and most current legislation, practice standards and policies.

The following is a list of key relevant legislation and CSC Policy/Guidelines but should not be considered an exhaustive list. CSC's policies and guidelines can be found on the CSC internet website at [www.CSC-SCC.GC.ca](http://www.CSC-SCC.GC.ca) or available in hard copy.

- Corrections and Conditional Release Act - Section 85 Health Care
- Corrections and Conditional Release Regulations – Section 3
- Commissioner's Directive 800, Health Services
- Commissioner's Directive 843, Management of Inmate Self-Injurious and Suicidal Behaviour

## **6. Tasks/ Deliverables and level of effort:**

Based on the specialization, the Contractor must perform on an "as and when requested basis" the following tasks, as detailed in the resulting Task Authorization (TA) but not limited to the following:

- Review relevant documents provided by CSC;
- Liaise with and obtain information from collateral sources when relevant;
- Meet with the offender, if required;
- Provide expert opinion in writing; it is expected that the opinion will be supported by clinical experience and research evidence;
- Provide recommendations for treatment and management as part of the written report and provide in person or via videoconference consultation to the Regional Complex Mental Health Committee;
- It is estimated that each expert consultation will require 15-25 hours to complete. This will vary depending on the complexity of the case being reviewed.
- The Contractors will also be required to attend meetings in person or at a CSC location if documentation/information is considered to be Protected. If the documentation/information is not considered Protected, meetings could be held via videoconference or teleconference.
- The Contractor may also be asked to provide expert opinion on CSC's practices and processes related to the management of complex cases orally, and in writing, as required to selected committees within CSC. The Contractor will be reimbursed to participate in up to 2 meetings a year, as well as 2 hours of preparation time for each meeting.

## **7. Deliverables- format**

- All deliverables must be with Microsoft Office Suite.
- All deliverables are to be provided in English or French; CSC is responsible for the translation, if required.

## **8. Language of work:**

The work will be performed and delivered in English and/ or French, as specified in the resulting Task Authorization form.

## **9. Travel:**

The Contractor may be required to travel to complete the expert opinion/ peer review and attend meetings.

## 10. Reporting Requirements:

The Contractor must communicate and coordinate with the Project Authority. The Task Authorization (TA) form must be approved and signed by the Project Authority prior to commencing work. Once the assessment has begun, if the estimated of costs is to be exceeded, a formal amendment on the TA must be approved and signed by the project authority prior to continuing work.

## 11. Additional Notes/Specifications to Contractor

The Contractor will be provided with CSC's Senior Psychiatrist's consultation reports and other documentation required for the peer review.

The Contractor must consult/access the offenders' files on CSC's site only (at the Institution/ Parole Office/ National/Regional Headquarters). At no time may files be taken off site.

Personal notes taken by the contractor during the course of the review must be destroyed (shredded) following receipt of the final expert opinion by CSC.

If the Contractor's electronic notes are of a sensitive (protected) nature, they must secure the documents with password protection.

The Contractor must not keep any copies (paper and/or electronic) of any documentation (e.g. notes, evaluation results, reports, etc) following the submission of the final expert opinion.

The Contractor will have access to CSC's electronic system to work on-site at CSC premises..

## 12. Notification Requirements:

12.1 The Contractor must notify the Project Authority of any issues that may call into question the Contractor's competency and any restrictions imposed by the licensing body affecting the Contractor's ability to provide services.

12.2 The Contractor must notify the Project Authority immediately of any significant complaints lodged against the Contractor.

## 13. Security:

13.1 All equipment or articles, including communication devices, the Contractor wishes to bring into the Institution must be approved by the Project Authority and CSC Security in advance.

13.2 **Contraband:** The Contractor shall ensure that all resources (including the Contractor and any backups) directly or indirectly providing services under this contract are familiar with Corrections and Conditional Release Regulations, Section 3, as well as Commissioner's Directive's 060 Code of Discipline.

The Contractor, and any backup resources provided by the Contractor, must not enter into any personal or work relationship with an offender. The Contractor, and or any backup resources provided by the Contractor must not give or receive any items to/from an offender. Such items may include, but are not restricted to the following: cigarettes, toiletry items, hobby items, drugs, alcohol, letters to or from offenders, money, weapons or items which could be used as weapons. Any person(s) found responsible for providing prohibited objects and/or contraband materials to offenders will be subject to immediate removal from

the Institution or the Community Site and/or possible criminal charges. Such violations may lead to Canada terminating the Contract for default pursuant to the default provisions of the Contract.

- 13.3 As a visitor to a CSC correctional institution, the Contractor will be subject to local security requirements that can vary from moment to moment depending on offender activities. The Contractor may be faced with delay or refusal of entry to certain areas at certain times (for security reasons) although prior arrangements for access may have been made.

#### **14. Meetings:**

14.1 At the discretion of the Project Authority, there may be an initial meeting by teleconference and/or videoconference following the award of the contract with the Project Authority.

14.2 The Contractor must liaise with the Project Authority, on a regular basis by teleconference and/or videoconference of progress on the specific deliverables.

14.3 At the request of the Project Authority, the Contractor must attend meetings in person.

#### **15. Constraints:**

15.1 Confidentiality:

In accordance with the confidentiality provisions of the contract, the Contractor must not have contact with the media with regards to the mental health services provided to CSC. The Contractor must advise the Project Authority immediately if he/she has been contacted by the media concerning mental health services provided to CSC.

#### **16. Support to the Contractor:**

16.1 CSC will provide the equipment required to perform the services as determined and approved by the Project Authority and as applicable to the location(s) where services are provided.

**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 hourly rate(s) below in the performance of this Contract, HST or GST extra.

<b>1- Contract period : From Contract award to March 31<sup>st</sup>, 2016</b>			
Resource Name	Stream	All inclusive firm hourly rate(s)	Total
<b>TOTAL:</b>			

**2.0 Options to Extend the Contract Period:**

Subject to the exercise of the option to extend the Contract period in accordance with Article <To Be Inserted at Contract Award> of the original contract, Options to Extend Contract, the Contractor will be paid the all-inclusive firm hourly rate(s), in accordance with the following table, GST or HST extra, to complete all Work and services required to be performed in relation to the Contract extension.

<b>2- Contract period : April 01, 2016 to March 31<sup>st</sup>, 2017</b>			
Resource Name	Stream	All-inclusive firm hourly rate(s)	Total
<b>TOTAL:</b>			

<b>3- Contract period : April 01, 2017 to March 31<sup>st</sup>, 2018</b>			
Resource Name	Stream	All-inclusive firm hourly rate	Total
<b>TOTAL:</b>			

<b>4- TOTAL EVALUATED PRICE 1 + 2 + 3</b>	
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### 3.0 Travel Time

Travel Status Time will be limited to 50% of the all-inclusive firm hourly rate.

Time spent by a contracted individual traveling to and from specific pre-authorized work assignments (not commuting) that are more than 100 kilometers from the individual's work location may be billed at 50% of the all-inclusive firm hourly rate. Time for travel shall be calculated in accordance with the following formula:

Hours of travel X 50% of all-inclusive firm hourly rate

### 4.0 HST or GST

- (a) All prices and amounts of money in the contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.
- (b) The estimated HST or GST of \$*<To Be Inserted at Contract Award>* is included in the total estimated cost shown on page 1 of this Contract. The estimated GST or HST to the extent applicable will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of GST or HST paid or due.





**ANNEX C - SECURITY REQUIREMENT CHECK LIST ATTACHED**



## **ANNEX D INSURANCE REQUIREMENTS**

### **1. Commercial General Liability Insurance:**

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

### **2. Litigation Rights:**

- 2.1 Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy,



the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

### **3. Medical Malpractice Liability Insurance:**

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



## ANNEX E EVALUATION CRITERIA

### 1.0 Technical Evaluation:

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

- Mandatory Technical Criteria
- Rated Technical Criteria

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

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. All experience must be strictly work-related. Time spent during education and/or training will not be considered, unless otherwise indicated.
2. Experience must be demonstrated through a history of past projects, either completed or on-going.
3. References **are to** 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 may be requested.

### 4. Response Format

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.

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.

When providing experience/projects start and end dates, Bidders must provide the **MONTH AND YEAR** of each assignment/project start and end date, such as to allow CSC to quantify the claimed experience and assess it against the requirement. Failure to provide this information in the bid will render the bid non-compliant.



**MANDATORY TECHNICAL CRITERIA**

**IF THE BIDDER PROPOSES MORE THAN ONE RESOURCE (PSYCHIATRIST/PSYCHOLOGIST), EACH RESOURCE WILL BE EVALUATED INDEPENDENTLY.**

**THE BIDDER MUST CLEARLY IDENTIFY THE PROPOSED RESOURCE(S) NAME AND STREAM(S) THEY SUBMIT A PROPOSAL FOR EVALUATION PURPOSES. THE PROPOSED RESOURCE COULD QUALIFY IN MORE THAN ONE STREAM; HOWEVER, THE EXPERIENCE MUST BE CLEARLY IDENTIFIED FOR EACH STREAM.**

**THE BIDDER’S PROPOSED RESOURCE IDENTIFIED FOR A STREAM MUST MEET ALL THE EXPERIENCE WITHIN THAT GIVEN STREAM I.E. M2, M3 AND M4.**

Stream	Name of proposed resource	Specify Psychiatrist or Psychologist
<b>Stream 1:</b> Treatment and management of patients with personality disorders, particularly those who engage in deliberate self injury;		
<b>Stream 2:</b> Interventions and strategies to work with patients who have neurobehavioral conditions including FASD;		
<b>Stream 3:</b> Treatment of concurrent disorders – substance abuse and personality disorders;		
<b>Stream 4:</b> Trauma (e.g. PTSD, history of abuse) informed mental health treatment;		
<b>Stream 5:</b> Providing culturally informed mental health treatment to Aboriginal populations.		

#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met
M1	The Bidder’s proposed resource(s) must have a PhD in Psychology and/or MD specialty in Psychiatry.		
M2	The Bidder’s proposed resource (s) must have a minimum of thirty-six (36) months of		



#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met
	<p>experience in providing assessments and treatment to patients in the stream they are being proposed:</p> <p><u>Stream 1:</u> Treatment and management of patients with personality disorders, particularly those who engage in deliberate self injury;</p> <p><u>Stream 2:</u> Interventions and strategies to work with patients who have neurobehavioral conditions including FASD;</p> <p><u>Stream 3:</u> Treatment of concurrent disorders – substance abuse and personality disorders;</p> <p><u>Stream 4:</u> Trauma (e.g. PTSD, history of abuse) informed mental health treatment;</p> <p><u>Stream 5:</u> Providing culturally informed mental health treatment to Aboriginal populations;</p> <p>Bidders must provide the following details as to how the stated experience was obtained:</p> <ul style="list-style-type: none"> <li>• The client name (s) and addresses;</li> <li>• The start and end dates (<b>MONTH AND YEAR</b>) of the assignment (s);</li> <li>• Details about the work performed by the bidder on the assignments (s) including tasks, deliverables, and the project team involved.</li> </ul> <p>Experience must have been acquired within the eighty-four (84) months preceding bid closing.</p>		
M3	The Bidder's proposed resource (s) must have a minimum of thirty-six (36) months of		



#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met
	<p>experience writing expert consultation in the stream they are being proposed:</p> <p><u>Stream 1:</u> Treatment and management of patients with personality disorders, particularly those who engage in deliberate self injury;</p> <p><u>Stream 2:</u> Interventions and strategies to work with patients who have neurobehavioral conditions including FASD;</p> <p><u>Stream 3:</u> Treatment of concurrent disorders – substance abuse and personality disorders</p> <p><u>Stream 4:</u> Trauma (e.g. PTSD, history of abuse) informed mental health treatment</p> <p><u>Stream 5:</u> Providing culturally informed mental health treatment to aboriginal population</p> <p>Bidders must provide the following details as to how the stated experience was obtained:</p> <ul style="list-style-type: none"> <li>• The client name (s) and addresses;</li> <li>• The start and end dates (<b>MONTH AND YEAR</b>) of the assignment (s);</li> <li>• Details about the work performed by the bidder on the assignments (s) including tasks, deliverables, and the project team involved.</li> </ul> <p>Experience must have been acquired within the eighty-four (84) months preceding bid closing.</p>		
M4	The Bidder's proposed resource (s) must have a minimum of twenty-four (24) months of experience participating in		



#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met
	<p>research and/or teaching at post-secondary education Institutions in the stream they are being proposed for:</p> <p><u>Stream 1:</u> Treatment and management of patients with personality disorders, particularly those who engage in deliberate self injury;</p> <p><u>Stream 2:</u> Interventions and strategies to work with patients who have neurobehavioral conditions including FASD;</p> <p><u>Stream 3:</u> Treatment of concurrent disorders – substance abuse and personality disorders</p> <p><u>Stream 4:</u> Trauma (e.g. PTSD, history of abuse) informed mental health treatment</p> <p><u>Stream 5:</u> Providing culturally informed mental health treatment to aboriginal population</p> <p>Bidders must provide the following details as to how the stated experience was obtained:</p> <ul style="list-style-type: none"><li>• The client name (s) and addresses;</li><li>• The start and end dates (<b>MONTH AND YEAR</b>) of the assignment (s);</li><li>• Details about the work performed by the bidder on the assignments (s) including tasks, deliverables, and the project team involved.</li></ul> <p>Experience must have been acquired within the eighty-four (84) months preceding bid closing.</p>		





**POINT RATED TECHNICAL CRITERIA**

#	Point Rated Technical Criteria	Max Score	Bidder Response (Bidder to explain how points are obtained and reference location in bid)
R1	The Bidder's proposed resource (s) has completed assessment and treatment to patients identified with complex presentations, as per complex case definition outlined for the stream proposed.	25 points	Up to 25 points will be allocated as follows: 0 completed assessment of complex cases with the relevant stream = 0 points 1-2 completed assessments of complex cases with the relevant stream = 5 points 3-5 completed assessments of complex cases with the relevant stream = 10 points 6-7 completed assessments of complex cases with the relevant stream= 15 points 8-9 completed assessments of complex cases with the relevant stream = 20points 10 + completed assessments of complex cases with the relevant stream = 25 points
R2	The Bidder's proposed resource (s) has written case formulations and treatment plans for complex cases specific to the relevant stream.	25 points	Up to 25 points will be allocated as follows: 0 completed case formulations and treatment plans with the relevant stream = 0 points 1-2 completed case formulations and treatment plans with the relevant stream= 5 points 3-5 completed case formulations and treatment plans with the relevant stream = 10 points 6-7 completed case formulations and treatment plans with the relevant stream = 15 points 8-9 completed case formulations and treatment plans with the relevant stream = 20 points 10 + completed case formulations and treatment plans with the relevant stream = 25 points
R3	The Bidder's proposed resource has completed specialized psychological and/or psychiatric assessments within a correctional context, either in a community or institutional setting.	10 points	Up to 10 points will be allocated as follows: No completed assessment in a correctional setting = 0 points Completed at least one (1) assessment in a correctional setting = 5 points Completed at least one (1) assessment in a correctional setting with women offenders = 10 points
	Maximum Score	60 points	
	Minimum score	30 points	



**ANNEX F**

<b><u>CSC TASK AUTHORIZATION FORM - FORMULAIRE D'AUTORISATION DE TÂCHE</u></b>		
<b>Contract Number - Numéro du contrat</b>		
<b>Task Authorization (TA) No. - N° de l'autorisation de tâche (AT)</b>		
<b>Contractor's Name and Address - Nom et adresse de l'entrepreneur</b>		
<b>Original Authorization - Autorisation originale</b>		
Total Estimated Cost of Task (GST/HST extra) before any revisions: Coût estimatif total de la tâche (TPS/TVH en sus) avant toutes révisions :		\$
<b>TA Revisions Previously Authorized(as applicable) - Révisions de l'AT autorisées précédemment (s'il y a lieu)</b>		
<p style="color: blue; font-size: small;">Instructions to the TA Authority: the information for the previously authorized revisions must be presented in ascending order of assigned revision numbers (the first revision must be identified as No. 1, the second as No. 2, etc ). If no increase or decrease was authorized, enter \$0.00. Add rows, as needed. - Instructions à l'attention de la personne responsable de l'autorisation d'une AT: les révisions autorisées précédemment doivent être présentées par ordre croissant des numéros de révision attribués (la première révision doit être identifiée par le numéro 1, la seconde par le numéro 2, et ainsi de suite). Si aucune augmentation ou diminution n'a été autorisée, inscrire 0.00\$. Au besoin, ajouter des rangées.</p>		
TA Revision No. - N° de Révision de l'AT :		Authorized Increase or Decrease (GST/HST extra): Augmentation ou réduction autorisée (TPS/TVH en sus) : \$
TA Revision No. - N° de Révision de l'AT :		Authorized Increase or Decrease (GST/HST extra): Augmentation ou réduction autorisée (TPS/TVH en sus): \$
TA Revision No. - N° de Révision de l'AT :		Authorized Increase or Decrease (GST/HST extra): Augmentation ou réduction autorisée (TPS/TVH en sus): \$
<b>New TA Revision (as applicable) - Nouvelle révision de l'AT (s'il y a lieu)</b>		
<p style="color: blue; font-size: small;">Instructions to the TA Authority: the first revision must be identified as No. 1, the second as No. 2, etc. If no increase or decrease is authorized, enter \$0.00. - Instructions à l'attention de la personne responsable de l'autorisation d'une AT: la première révision doit être identifiée par le numéro 1, la seconde par le numéro 2, et ainsi de suite. Si aucune augmentation ou diminution n'est autorisée, inscrire 0.00\$</p>		
TA Revision No. - N° de Révision de l'AT :		Authorized Increase or Decrease (GST/HST extra): Augmentation ou réduction autorisée (TPS/TVH en sus): \$
Total Estimated Cost of Task (GST/HST extra) after this revision: Coût estimatif total de la tâche (TPS/TVH en sus) après cette révision :		\$
<b>Contract Security Requirements (as applicable) - Exigences du contrat relatives à la sécurité (s'il y a lieu)</b>		
This task includes security requirements. - Cette tâche comprend des exigences relatives à la sécurité: <input type="checkbox"/> No - Non		



Yes. Refer to the Security Requirements Checklist (SRCL) annex of the Contract. Oui. Voir l'annexe du contrat comprenant la Liste de vérification des exigences relatives à la sécurité (LVERS).

Remarks (as applicable) - Remarques (s'il y a lieu):

**Required Work - Travaux requis**

*The content of sections A, B, C and D below must be in accordance with the Contract. Le contenu des sections A, B, C et D ci-dessous doit être conforme au contrat.*

**SECTION A - Task Description of the Work required - Description de tâche des travaux requis**

**SECTION B - Applicable Basis of Payment - Base de paiement applicable**

**SECTION C - Cost Breakdown of Task- Ventilation du coût de la tâche**

**SECTION D - Applicable Method of Payment - Méthode de paiement applicable**

**Authorization - Authorization**

By signing this TA, the Project Authority and CSC's Contracting Authority certifies that the content of this TA is in accordance with the Contract.

En apposant sa signature sur cette AT, le chargé de projet et l'autorité contractante de SCC, attestent que le contenu de cette AT respecte les conditions du contrat.



Name of Project Authority - Nom du chargé de projet _____	
Signature _____	Date _____
Name of CSC Contracting Authority - Nom de l'autorité contractante de SCC _____	
Signature _____	Date _____
<b>Contractor's Signature - Signature de l'entrepreneur</b>	
Name and title of individual authorized to sign for the Contractor Nom et titre de la personne autorisée à signer au nom de l'entrepreneur _____	
Signature _____	Date _____